

By CC 692875
MILWAUKEE SOLVAY COKE COMPANY, INC.

I-A-7

Articles of Incorporation of Milwaukee Solvay Coke Company.

(b)

Certificate by the Secretary of the State of Wisconsin re above.

May 16, 1962

EPA Region 5 Records Ctr.



257258

NOTED	DATE
TAX RECORD	✓
LEASE RECORD	✓



TO ALL TO WHOM THESE PRESENTS SHALL COME:

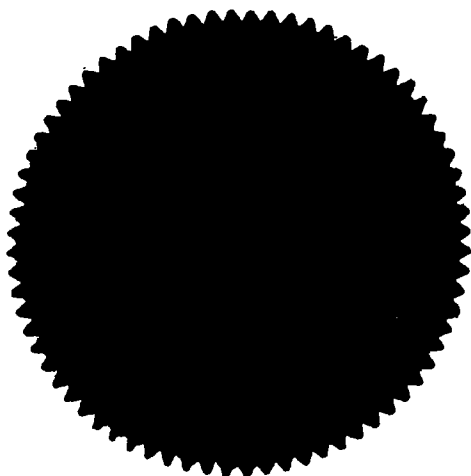
ROBERT C. ZIMMERMAN

I, _____, Secretary of State
of the State of Wisconsin and Keeper of the Great Seal thereof, do hereby certify that the
annexed photostatic copy of Articles of Incorporation and all
amendments thereto

of

MILWAUKEE SOLVAY COKE COMPANY

*has been compared by me with the record on file in this Department and that the same is
a true copy thereof, and of the whole of such record; that I am the legal custodian of such
record, and that this certification is in due form.*



In Testimony Whereof, I have hereunto
set my hand and affixed the Great Seal
of the State at the Capitol, in the City
of Madison, this 16th day of May,

A. D. 1962

Robert C. Zimmerman
ROBERT C. ZIMMERMAN, Secretary of State

(1)

ARTICLES OF ASSOCIATION.

--00000--

KNOW ALL MEN BY THESE PRESENTS that we, CHARLES RAY, FERDINAND SCHLESINGER and HENRY J. SCHLESINGER, all of the City of Milwaukee, County of Milwaukee and State of Wisconsin, (all being adult persons and residents of said state) do, for the purpose of forming a corporation under the laws of the State of Wisconsin, make, sign and acknowledge the following written articles, viz.:

FIRST: We the aforesaid corporators do hereby declare that we do associate for the purpose of forming a corporation under the Revised Statutes of the State of Wisconsin, the business or purpose of which is and shall be manufacturing coke, and any and all by-products thereof; reducing the by-products thereof; purchasing, leasing, owning, holding and selling iron mining lands and coal mining lands in the United States and in foreign countries; operating iron and coal mines; developing iron mining properties and coal mining properties; purchasing, leasing, owning, holding and selling of plants and machinery for the purpose of operating said mines or developing the same; purchasing and selling timber lands; mining iron ore and coal; reducing iron ore and manufacturing pig iron, and any and all products of iron ore; the transportation of iron ore or coal, or both; and the buying, selling and dealing in any other property necessarily or properly connected with the main purposes of this corporation or advantageous thereto; and the transaction of any and all kinds of business necessarily or properly connected with the main purposes of this corporation or advantageous thereto.

SECOND: The name of such corporation shall be
"THE MILWAUKEE COKE & GAS COMPANY",
and its location or principal office shall be at the City of Milwaukee in the County of Milwaukee and State of Wisconsin.

THIRD: The capital stock of said corporation shall be seven hundred and fifty thousand dollars (\$750,000) which shall be divided

into seven thousand five hundred (7500) shares of one hundred dollars (\$100) each.

FOURTH: The general officers of such corporation shall be a president, a first vice-president, a second vice-president, a secretary, a treasurer and an assistant treasurer.

There shall be seven (7) directors who shall each hold his office for one year and until his successor is elected.

The principal duties of the president of said corporation shall be to preside at all meetings of its stockholders and directors; to be its chief executive officer; in conjunction with the secretary to sign its certificates of stock and other sealed instruments to which said corporation is a party; to make and sign contracts in its behalf, when authorized by the Board of Directors; and to perform such other duties as may be required by the by-laws of said corporation or by vote of the directors.

The principal duties of the first vice-president shall be to act in the place of the president in case of the death, absence or disability of the latter and to perform such other duties as may be required by the by-laws of said corporation or by vote of the directors.

The principal duties of the second vice-president shall be those assigned to the first vice-president in case of the death, absence or disability of the latter, and to perform such other duties as may be required by the by-laws of said corporation or by vote of the directors.

The principal duties of the secretary shall be to keep a record of all stockholders' and directors' meetings and to perform such other duties as may be required by the by-laws of said corporation or by vote of the directors.

The principal duties of the treasurer of said corporation shall be to collect all moneys due the corporation and safely keep the same and pay out the same under the direction of the Board of Directors; to have the custody of the valuable papers of said corporation; and to perform such other duties as may be required by the by-laws of said corporation or by vote of the directors.

The principal duties of the assistant treasurer shall be to act in the place of the treasurer in case of the latter's death, absence or disability and to perform such other duties as may be required by the by-laws of said corporation or by vote of the directors.

FIFTH: All persons subscribing for stock and paying for the same under such conditions as may be prescribed by the corporators, or by the directors of said corporation, when elected, shall be members thereof; and any stockholder shall cease to be a member of said corporation when he has transferred all his stock therein.

IN WITNESS WHEREOF we, the said corporators, have hereunto set our hands and seals this ninth day of December, A.D. 1902.

Executed in presence of:

James G. Henders
Chas. E. H.

Chas. Ray (SEAL)

Ferdinand Schlesinger (SEAL)

Henry J. Schlesinger (SEAL)

STATE OF WISCONSIN,)
 (SS.
COUNTY OF MILWAUKEE.)

BE IT REMEMBERED that on this ninth day of December, A.D. 1902, personally appeared before me CHARLES RAY, FERDINAND SCHLESINGER and HENRY J. SCHLESINGER, to me known to be the persons described in and who executed the foregoing articles of association, and severally duly acknowledged the same.

My commission expires October 16, 1904

Chas. E. H.

Notary Public,
Milwaukee Co.,
Wisconsin.

M.

6818 ~~425~~

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*The Milwaukee Coke
& Gas Company*

Milwaukee

State of Wisconsin, }
Department of State. } 89.

Received and filed this 12

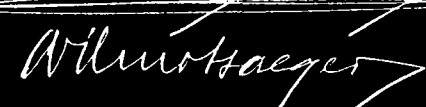
day of June, A. D. 1902

James A. Stone
Assistant Secretary of State.

FERDINAND SCHLESINGER, the president, and
WILMOT SAEGER, the secretary of The Milwaukee Coke & Gas Company,
each severally certifies that the foregoing amendment to the Arti-
cles of Association of The Milwaukee Coke & Gas Company was adopted
at a meeting of the said company held in the offices of the company
in the University Building in the city of Milwaukee in the state
of Wisconsin on the 15 day of October, A. D. 1904, at 10:30

o'clock A M., pursuant to notice duly and regularly given, by more than two-thirds of the capital stock of said company now outstanding, and that the foregoing is a true copy of the original amendment of such Articles of Association adopted at said meeting and that each and every statement in the foregoing document signed by the secretary is true and that the corporate seal of the said company is hereunto affixed by due authority of said company.

IN WITNESS WHEREOF the said Ferdinand Schlesinger and the said Wilmot Saeger hath each hereunto subscribed his hand and seal this 17th day of October, A. D. 1904.

 (SEAL)
 (SEAL)

OFFICE OF
Register of Deeds.

7

I, E. C. Maas, Register of Deeds of Milwaukee

County, Wisconsin, do hereby certify that a duly certified copy of ~~the~~ articles of organization of The Milwaukee Coke
and Gas Company
a corporation located in Milwaukee county, which ~~was~~ has
had attached a certificate of the Secretary of State of Wisconsin, showing that such ~~amendments~~ amendments were accepted and filed in the Department of State, were on
the 25th day of October, 1905, duly left and filed for record
in my office.

Witness my hand and official seal this 25th day of October, 1905

(Seal)

E. C. Maas
Register of Deeds,

Milwaukee County, Wis.

111-6818

THE MILWAUKEE COKE & GAS CO.

MILWAUKEE.

AND, INCREASING STOCK TO

\$1,000,000.

State of Wisconsin,

Department of State.

Received and filed this 18th

day of October, A. D. 1904

Wm. H. H. H.
Assistant Secretary of State.

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We, the undersigned, Ferdinand Schlesinger, President, and Wilmot Saeger, Secretary, of The Milwaukee Coke & Gas Company, do hereby certify that at a special meeting of the Stockholders of The Milwaukee Coke & Gas Company, duly convened pursuant to the articles and by-laws of said corporation, and held at the University Building, in the city of Milwaukee, Wisconsin, on the 23rd day of October, 1905, at ten o'clock A.M., and which meeting was specially called for the purpose of passing upon a resolution for increasing the capital stock of said corporation from One Million Dollars to Two Million Dollars, the following resolution was duly adopted by the affirmative votes of the owners of more than two-thirds of the capital stock of said corporation, to-wit: the owners of 8431 shares of stock of said corporation; that the entire outstanding shares of stock of said corporation at such date were ten thousand (10,000) shares:

"Be it RESOLVED that Article Third of the original Articles of Association of this corporation as heretofore amended be and the same is hereby further amended so as to read as follows:

ARTICLE THIRD. The capital stock of such corporation shall be Two Million Dollars (\$2,000,000), to be divided into twenty thousand (20,000) shares of One Hundred Dollars (\$100.) each."

We further certify that the foregoing resolution has been by us compared with the original resolution so passed and adopted at said special Stockholders' meeting aforesaid and that said copy is a true and correct copy of said original resolution and the whole thereof.

IN WITNESS WHEREOF we have hereunto set our signatures and caused the corporate seal of said The Milwaukee Coke & Gas Company to be hereunto affixed this 23rd day of October, 1905.

THE MILWAUKEE COKE & GAS COMPANY,

By


President.

Countersigned:


Secretary.

700-0818

The Milwaukee Coke & Gas Co.

Amt. increase of stock.

State of Wisconsin, }
Department of State. }

Received and filed this 24th

day of Oct. A. D. 190 5.

E. M. M. M.
Assistant Secretary of State.

OFFICE OF
Register of Deeds.

I, E. E. Maass, Register of Deeds of MILWAUKEE.

County, Wisconsin, do hereby certify that a duly certified copy of And's
articles of organization of Milwaukee Dock &
Ice Company
a corporation located in MILWAUKEE, county, which And's,
had attached a certificate of the Secretary of State of Wisconsin, showing that such
And's were accepted and filed in the Department of State, were on
the 18th day of June, 1906, duly left and filed for record
in my office.

Witness my hand and official seal this 18th day of June, 1906

(Seal)

E. E. Maass
Louis Metzler
Register of Deeds
Deputy.

MILWAUKEE. County, Wis.

Amendment to Articles of Association of THE MILWAUKEE COKE
& GAS COMPANY.

We, the undersigned, Ferdinand Schlesinger, the president, and Wilmet Saeger, the secretary, of The Milwaukee Coke & Gas Company, do hereby certify that at a special meeting of the stockholders of The Milwaukee Coke & Gas Company, duly convened pursuant to the Articles and By-Laws of said corporation, and held at the office of said company in the city of Milwaukee, Wisconsin on the 12 day of June, 1906, at 10:30 o'clock A. M., and which meeting was duly called for the special purpose of amending the Articles of Association of said corporation, and at which meeting there were present the owners of 11641 shares of the stock of said corporation then outstanding, being more than two-thirds ~~of the~~ of the then outstanding stock of said corporation, the said outstanding stock amounting at such time to 13000 shares, the following resolution was duly adopted by the affirmative votes of stockholders then present, being the owners of 11641 shares of the stock of said corporation then outstanding, to-wit:

RESOLVED that Article 4th of the Articles of Association of The Milwaukee Coke & Gas Company be, and the same is hereby amended so as to read as follows:

"FOURTH: The general officers of said corporation shall be a president, a first vice-president, a second vice-president, a third vice-president, a secretary, a treasurer and an assistant treasurer. The office of first vice-president and treasurer may be held by the same person, and the office of second vice-president and assistant treasurer may be held by the same person.

There shall be nine directors, and each shall hold his office for one year and until his successor is elected.

The principal duties of the president of said corporation shall be to preside at all meetings of the stockholders and directors; to be its chief executive officer; in conjunction

with the secretary to sign its certificates of stock and other sealed instruments to which said corporation is a party; to make and sign contracts in its behalf when authorized by the board of directors, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the first vice-president shall be to act in the place of the president in case of the death, absence or disability of the latter, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the second vice-president shall be those assigned to the first vice-president in case of the death, absence or disability of the latter, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

~~The principal duties of the third vice-president shall be~~ those assigned to the second vice-president in case of the latter's death, absence or disability, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the secretary shall be to keep a record of all stockholders' and directors' meetings, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the treasurer of said corporation shall be to collect all moneys due the corporation and safely keep the same, and pay out the same under direction of the board of directors, to have the custody of the valuable papers of said corporation, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the assistant treasurer shall be to act in place of the treasurer in case of the latter's death, absence or disability, and to perform such other duties as may be required by the by-laws of the corporation or by the vote of directors."

We further certify that the foregoing resolution has been compared by us with the original resolution so passed and adopted at said stockholders' meeting aforesaid, and that said copy is a true and correct copy of said original resolution and of the whole thereof.

IN WITNESS WHEREOF we have hereunto set our signatures and caused the corporate seal of said corporation to be hereunto affixed, this 14th day of June, 1906.

THE MILWAUKEE COKE & GAS COMPANY,

By

[Signature]
President.

Countersigned:

[Signature]
Secretary.

State of Wisconsin
Department of S
Received on
day of
[Signature]
Ass

Attestment.

The Milwaukee

OFFICE OF
REGISTER OF DEEDS

I, Edw. H. Mueller, Register of Deeds of _____

County, Wisconsin, do hereby certify that a duly certified copy of amendment to the articles of organization of The Milwaukee Cokes & Gas Company

a corporation located in _____ county, which amendment had attached a certificate of the Secretary of State of Wisconsin, showing that such amendment was accepted and filed in the Department of State, was on the 21 day of Dec, 1914 duly left and filed for record in my office.

Witness my hand and official seal this 21 day of Dec, 1914

(Seal)

Edw. H. Mueller

Register of Deeds,

Edward A. Kunkel
DEPUTY

County, Wis.

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AMENDMENT TO THE ARTICLES
OF ASSOCIATION OF THE
MILWAUKEE COKE & GAS COMPANY.

RESOLVED that the Articles of Association of The Milwaukee Coke & Gas Company be and the same hereby are amended as follows:

That Article First of said Articles of Association be amended so that said Article First, when amended, shall read as follows, to-wit:

"FIRST: We the aforesaid corporators do hereby declare that we do associate for the purpose of forming a corporation under the Revised Statutes of the State of Wisconsin, the business or purpose of which is and shall be manufacturing coke, and any and all by-products thereof; reducing the by-products thereof; purchasing, leasing, owning, holding and selling iron mining lands and coal mining lands in the United States and in foreign countries; operating iron and coal mines; developing iron mining properties and coal mining properties; purchasing, leasing, owning, holding and selling of plants and machinery for the purpose of operating said mines or developing the same; purchasing and selling timber lands; mining iron ore and coal; reducing iron ore and manufacturing pig iron, and any and all products of iron ore; the transportation of iron ore or coal, or both; and the buying, selling and dealing in any other property necessarily or properly connected with the main purposes of this corporation or advantageous thereto; and the transaction of any and all kinds of business necessarily or properly connected with the main purposes of this corporation or advantageous thereto; to subscribe or cause to be subscribed for and to purchase and otherwise acquire, hold, sell, assign, transfer, mortgage, pledge, exchange, distribute and otherwise dispose of the whole or any part of the shares of the capital stock, bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations, evidences of indebtedness, notes, good-will, rights, assets, and property of any and every kind or any part thereof of any other corporation or corporations, association or associations now or hereafter existing and whether created by the laws of the state of Wisconsin or any other state, territory or country, as far as and to the extent that the same may be permissible by the laws of the state of Wisconsin; and to operate, manage and control such properties or any of them, either in the name of such corporation or corporations or in the name of this corporation and while owners of any of said shares of capital stock to exercise all the rights, powers and privileges of ownership of every kind and description,

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including the right to vote thereon, with power to designate some person or persons for that purpose from time to time to the same extent as natural persons might or could do."

State of Wisconsin)
Milwaukee County,) ss.

We, The Milwaukee Coke & Gas Company, a corporation, and H. J. Schlesinger, as vice-president, and Wilmot Saeger, as secretary of said The Milwaukee Coke & Gas Company, do hereby certify that the foregoing is a true copy of the amendment to the Articles of Association of said The Milwaukee Coke & Gas Company duly adopted at a special meeting of said corporation held in the city of Milwaukee, Wisconsin, on the 14th day of December, 1914; that due notice of said meeting was given and that the holders of more than two-thirds of the capital stock of said corporation, to-wit, the holders of 14,909 shares were present at said meeting and voted in favor of the adoption of said amendment and that said amendment was duly adopted in accordance with the Articles of Association.

In the presence of

Ella Port
My Bureau

THE MILWAUKEE COKE & GAS COMPANY,


By H. J. Schlesinger Vice-president.

Countersigned: Wilmot Saeger Secretary

State of Wisconsin)
Milwaukee County) ss.

Personally came before me this 17th day of December, 1914, the above named H. J. Schlesinger and Wilmot Saeger, to me known to be the persons who executed the foregoing certificate and also to be respectively the vice-president and secretary of the therein named The Milwaukee Coke & Gas Company, a corporation, and acknow-

ledged the foregoing certificate for and on behalf and as the free act and deed of said corporation and also for and on behalf and as the free act and deed of themselves individually, and being by me duly sworn did each depose and say that they are respectively the vice-president and secretary of said corporation and that the foregoing amendment was duly adopted by said corporation; that the seal attached to the foregoing certificate is the seal of said corporation and that the seal was attached to said certificate for and on behalf and by due authority of said corporation and that they executed and acknowledged said certificate for and on behalf and by due authority of said corporation and also for and on behalf and by authority of themselves individually.



Notary Public,
Milwaukee county,
Wisconsin.

My commission expires Nov. 18, 1917

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OFFICE OF REGISTER OF DEEDS

I, Edw. H. Mueller, Register of Deeds of _____
County, Wisconsin, do hereby certify that a duly certified copy of the amendment to the articles of organization of
The Milwaukee Coke & Gas Company
a corporation located in _____ County, which amendment
had attached a certificate of the Secretary of State of Wisconsin, showing that such amendment was accepted
and filed in the Department of State, was on the 22 day of Oct, 1918, duly
left and filed for record in my office.

Witness my hand and official seal this 22 day of Oct, 1918.

(Seal)

Edw. H. Mueller

Per Edmund A. Orsak Register of Deeds,
DEPUTY

County, Wis.

6818
M. 1253

Milwaukee Coke & Gas Co.

Milwaukee, Wis.

Amendment.

State of Wisconsin, }
Department of State. } ss.

Received and filed this _____ day of
DEC 10 1914

Edmund A. Orsak
Assistant Secretary of State.

C E R T I F I C A T E

OF OFFICERS OF THE MILWAUKEE COKE & GAS
COMPANY AS TO AMENDMENT OF ITS
ARTICLES OF ASSOCIATION.

The undersigned, Myron T. MacLaren, a Vice-President, and Wilmot Saeger, Secretary, of The Milwaukee Coke & Gas Company do hereby certify that Article Fourth of the Articles of Association of said Company was amended on the 33d day of September, 1918 at a regularly and duly held meeting of the stockholders of said Company at the offices of said Company, #1112 First National Bank Building, Milwaukee, Wisconsin, at three o'clock in the afternoon of said day; that a true copy of the original of such amendment is hereto affixed; that on the said 33d day of September, 1918 the total number of outstanding shares of said Company was 17,500 and the total vote in favor of such amendment was 13,538, being all of the shares which were present and represented at said meeting.

Myron T. MacLaren
A Vice-President.

Wilmot Saeger
Secretary.

Dated at Milwaukee, Wisconsin, this
17th day of October, A. D. 1918.

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"Fourth: The general officers of said corporation shall be a president, a first vice-president, a second vice-president, a third vice-president, a chairman of the board of directors, a secretary, a treasurer and an assistant treasurer. The office of first vice-president and treasurer may be held by the same person and the office of second vice-president and assistant treasurer may be held by the same person.

There shall be nine directors, and each shall hold his office for one year and until his successor is elected.

The board of directors may from time to time elect or appoint any additional officers, agents or employees as may be determined by the Board are necessary or convenient to carry on the business of the company and may determine the powers and duties of such officers, agents or employees.

The principal duties of the president of said corporation shall be to preside at all meetings of the stockholders and at meetings of the board of directors in the absence of the chairman of the board of directors; to be its chief executive officer; in conjunction with the secretary to sign its certificates of stock and other sealed instruments to which said corporation is a party; to make and sign contracts in its behalf when authorized by the board of directors, and to perform such other duties as may be required by the by-laws of the corporation and by the vote of the directors.

The principal duties of the first vice-president shall be to act in the place of the president in case of the death, absence or disability of the latter, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the second vice-president shall be those assigned to the first vice-president in case of the death, absence or disability of the latter, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the third vice-president shall be those assigned to the second vice-president in case of the latter's death, absence or disability, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the secretary shall be to keep a record of all stockholders' and directors' meetings, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the treasurer of said corporation shall be to collect all moneys due the corporation and safely keep the same and pay out the same under direction of the board of directors, to have the custody of the valuable papers of said corporation, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the assistant treasurer shall be to act in place of the treasurer in case of the latter's death, absence or dis-

6
ability, and to perform such other duties as may be required by the by-laws of the corporation or by the vote of the directors.

The chairman of the board shall preside at all meetings of the directors at which he shall be present and shall perform such other duties as he may be required or authorized to perform by resolution of the board of directors and without any such resolution he is hereby authorized but not required to execute on behalf of the corporation in the place of the president any and all deeds, conveyances, contracts or other documents, including stock certificates which are customarily signed by the president of the corporation and generally to do any act whatsoever which is ordinarily and customarily done by the president."

RECEIVED
DEC 20 1920

22/1/1921

M-1385
6818

OFFICE OF
REGISTER OF DEEDS

I, Richard E. Egan Register of Deeds of MILWAUKEE
County, Wisconsin, do hereby certify that a duly certified copy of amendments to the articles of organization of

The Milwaukee Coke & Gas Company
a corporation located in MILWAUKEE county, which amendment

had attached a certificate of the Secretary of State of Wisconsin, showing that such amendment was accepted and
filed in the Department of State, was on the 29 day of Dec, 19 20, duly
left and filed for record in my office.

Witness my hand and official seal this 29 day of Dec, 19 20

(Seal)

Richard E. Egan
Register of Deeds,
MILWAUKEE County, Wis.

7

CERTIFICATE OF AMENDMENT
To
ARTICLES OF ASSOCIATION
OF
MILWAUKEE COKE & GAS COMPANY

RESOLVED that Article Third of the Articles of Association of the Company be amended so as to read as follows:

"THIRD: The capital stock of such corporation shall be Three Million Five Hundred Thousand Dollars (\$3,500,000.), to be divided into thirty-five thousand (35,000) shares of One Hundred Dollars (\$100.) each."

STATE OF WISCONSIN)
MILWAUKEE COUNTY.) ss.

We, Milwaukee Coke & Gas Company,
and H. J. Schlemmer as Vice-President and Wilhelm
Daeger as Secretary of said Company, hereby certify that the foregoing is a true copy of a resolution amending the Articles of Association of said Milwaukee Coke & Gas Company duly adopted at a special meeting of the stockholders of said corporation held in the City of Milwaukee, Wisconsin, on the 27th day of December, 1920; that the owners and holders of Eleven thousand seven hundred forty-two (11,742) out of a total of seventeen thousand five hundred (17500) shares of the stock of said corporation were present either in person or by proxy at said meeting, and that the owners and holders of all of said Eleven thousand seven hundred forty-two (11,742) shares voted in favor of the adoption of said amendment, and none voted against; and that said meeting was duly held and said amendment was duly adopted in accordance with the Articles of Association of said corporation.

IN WITNESS WHEREOF said Milwaukee Coke & Gas Company has caused this certificate to be signed by its Vice-President and Secretary and to be sealed with its corporate seal this 27th day of December, 1920.

In presence of: MILWAUKEE COKE & GAS COMPANY
Frederick R. Wahl By H. J. Schlesinger
Sec. W. S. Westerman Attest: W. S. Westerman ~~Vice~~-President
Secretary.

STATE OF WISCONSIN)
MILWAUKEE COUNTY.) ss.

Personally came before me this 27th day of December, 1920 the above named H. J. Schlesinger and Wilmot Saege, to me known to be the persons who executed the foregoing certificate and also to be respectively ~~Vice~~-President and Secretary of the therein named Milwaukee Coke & Gas Company, a corporation, and acknowledged the foregoing certificate for and on behalf and as the free act and deed of said corporation and also for and on behalf and as the free act and deed of themselves individually, and being by me further duly sworn did each depose and say that they are, respectively ~~Vice~~-President and Secretary of said corporation, and that the foregoing amendment was duly adopted by said corporation, that the seal attached to the foregoing certificate is the seal of said corporation and that said seal was attached to said certificate for and on behalf and by due authority of said corporation, and that they executed and acknowledged said certificate for and on behalf and by due authority of said corporation and also for and on behalf of themselves individually.

Frederick R. Wahl
Notary Public, Milwaukee county,
Wisconsin.
My commission expires July 1, 1923

STATE OF WISCONSIN)
 (ss.
MILWAUKEE COUNTY.)

H. J. Schlesinger and
Wilhelm Saeger, being first each duly sworn,
did each depose and say that they are, respectively, ~~Vice~~
president and Secretary of Milwaukee Coke & Gas Company,
of Milwaukee, Wisconsin; that the authorized capital stock
of said corporation at the present time is Two Million
Dollars (\$2,000,000.), divided into twenty thousand (20,000)
shares of the par value of One Hundred Dollars (\$100.) each;
that seventeen thousand five hundred (17,500) shares of said
authorized capital stock are now issued and outstanding and
fully paid; that the amendment to the Articles of Associa-
tion of said corporation submitted with this affidavit pro-
vides for an increase of the capital stock of said company
so that the same shall consist of Three Million Five Hundred
Thousand Dollars (\$3,500,000.), divided into thirty-five
thousand (35,000) shares of the par value of One Hundred
Dollars (\$100.) each; that one-half of said capital
stock, including the said proposed increase, has been duly
subscribed and more than twenty per cent. (20%) thereof
actually paid in.

H. J. Schlesinger
Wilhelm Saeger

Subscribed and sworn to before
me this 27th day of December, 1920.

Frederick R. Wahl
Notary Public,
Milwaukee county, Wisconsin.

My commission expires July 1, 1923

0010
M-1353

7

Stock increase

29

CERTIFICATE OF AMENDMENT
To
ARTICLES OF ASSOCIATION
Of
MILWAUKEE COKE & GAS COMPANY

#1510-2

Original

Amendment

OFFICE OF
REGISTER OF DEEDS

I, Phillip L. Westfall, Register of Deeds of MILWAUKEE
County, Wisconsin, do hereby certify that a duly certified copy of amendment to the articles of organ-
ization of The Milwaukee Brake & Gas Company

a corporation located in MILWAUKEE county, which amendment
had attached a certificate of the Secretary of State of Wisconsin, showing that such amendment was ac-
cepted and filed in the Department of State, was duly left and filed for record in my office on the
26 day of June, 1939

Witness my hand and official seal this 26 day of June, 1939

(Seal)

Phillip L. Westfall
Register of Deeds

MILWAUKEE County, Wis.

This certificate must be mailed to the Secretary
of State to complete the legal requirements.

AMENDMENT TO ARTICLES OF INCORPORATION

of

THE MILWAUKEE COKE & GAS COMPANY

At a Special Meeting of the Stockholders of The Milwaukee Coke & Gas Company, a corporation organized under the laws of the State of Wisconsin, which meeting was duly convened pursuant to the Articles and By-Laws of said corporation, and at which meeting were present, either in person or by proxy, all the stockholders of said corporation, the following resolution was duly adopted by the affirmative vote of all the stockholders present:

RESOLVED that the second paragraph of Article Fourth of the Articles of Incorporation of The Milwaukee Coke & Gas Company be and it hereby is amended to read as follows:
"There shall be five directors, and each shall hold his office for one year and until his successor is elected."

State of Wisconsin,)
Milwaukee County.) ss.

We, the undersigned, J. A. B. Lovett, President, and H. G. Smith, Secretary, of The Milwaukee Coke & Gas Company, a Wisconsin corporation, do hereby certify that the foregoing amendment to the Articles of Incorporation of The Milwaukee Coke & Gas Company was duly adopted at a Special Meeting of the Stockholders of said Company duly convened according to the Articles and By-Laws of said Company, which meeting was held at the City of Milwaukee, Milwaukee County, Wisconsin, on the 19th day of June, 1939.

And we do further certify that such amendment was duly adopted at such meeting by the affirmative vote of the holders of all the capital stock of said corporation then outstanding, and that the foregoing copy of such resolution and amendment to said Articles of Incorporation is a full, true and correct copy of the original thereof.

IN WITNESS WHEREOF we, the said J. A. B. Lovett, President, and L. J. Smith, Secretary, have hereunto set our hands, and have caused the corporate seal of the said corporation to be affixed hereto at Milwaukee, Wisconsin, this 19th day of June, 1939.

[Corporate Seal]

J. A. B. Lovett
President
L. J. Smith
Secretary

State of Wisconsin,)
Milwaukee County. } ss.

Personally came before me this 19th day of June, 1939, the above named J. A. B. Lovett and L. J. Smith, to me known to be the persons who executed the foregoing certificate, and also to be respectively the President and Secretary of the therein named, The Milwaukee Coke & Gas Company, a corporation, and acknowledged the foregoing certificate to be their free act and deed.

M. Luntz
Notary Public, Milwaukee County,
Wisconsin.

My commission expires: Nov. 8. 1942

M - 1353 6818

Reduce directors
9 to 5

STATE OF WISCONSIN SS
DEPARTMENT OF STATE

RECEIVED and FILED

JUN 22 1939

FRED R. ZIMMERMAN
SECRETARY OF STATE

\$1000 ^{MP}

Miller Mack & Fairchild, attys,
735 N. Water St
Milwaukee

CERTIFICATE ISSUED

JUN 27 1939

Amendment

OFFICE OF
REGISTER OF DEEDS

I, Phillip L. Westfall, Register of Deeds of MILWAUKEE

County, Wisconsin, do hereby certify that a duly certified copy of amendment to the articles of organization of

The Milwaukee Cigar & Cattle Company
a corporation located in MILWAUKEE county, which amendment

had attached a certificate of the Secretary of State of Wisconsin, showing that such amendment was accepted and filed in the Department of State, was duly left and filed for record in my office on the

7th day of March, 1944.

Witness my hand and official seal this 7th day of March, 1944.

(Seal)

Phillip L. Westfall
Register of Deeds

MILWAUKEE

County, Wis.

This certificate must be mailed to the Secretary
of State to complete the legal requirements.

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE MILWAUKEE COKE & GAS COMPANY

RESOLVED, that the Articles of Incorporation of this corporation be and the same are hereby amended by amending Article Second thereof, so that said Article Second, when amended, shall read as follows:

SECOND: The name of said corporation shall be "Milwaukee Solvay Coke Company", and its location or principal office shall be at the City of Milwaukee, in the County of Milwaukee, and State of Wisconsin.

STATE OF WISCONSIN)
ss.
Milwaukee County)

We, the undersigned, The Milwaukee Coke & Gas Company, and J. A. B. LOYETT and P. J. KORTSCH, as President and Secretary, respectively, of The Milwaukee Coke & Gas Company, do hereby certify that the foregoing is a true copy of the resolution of amendment to the Articles of Incorporation of said corporation duly adopted at a special meeting of the stockholders of said corporation, held at the office of the corporation, in the City of Milwaukee, Wisconsin, on the 26TH day of FEBRUARY, 1942, at 7:00 o'clock P. M., pursuant to notice duly given to all of the stockholders.

That the total number of shares of said corpora-
tion outstanding at the time of said meeting was _____
thirty-five thousand ----- (35000,)
shares of capital stock of the par value of One Hundred
Dollars (\$100) each; that the owners and holders of
thirty-four thousand nine hundred ^{ninety-six} / (34996,)
shares of capital stock were present at said meeting in
person or represented thereat by proxy, and all of said shares
of stock were voted in favor of the adoption of said amend-
ment, and that said meeting was held pursuant to notice duly
given to all of the stockholders, and said amendment was
duly adopted pursuant to law and in accordance with the
Articles of Incorporation and By-laws of said corporation.

IN WITNESS WHEREOF, said The Milwaukee Coke & Gas Company has caused this certificate to be signed by its

President and its Secretary, and to be sealed with its corporate seal, this 28TH day of FEBRUARY 1942.

In Presence Of:

THE MILWAUKEE COKE & GAS COMPANY,

By J. A. B. Smith President

Attest: J. A. B. Smith Secretary

William M. Case
R. J. Drew

William M. Case
R. J. Drew

J. A. B. Smith President
J. A. B. Smith Secretary

STATE OF WISCONSIN)
 Milwaukee County)^{ss.}

Personally came before me this 28th day of FEBRUARY, 1942, the above named J.A.B. LOVETT and F. J. MORTSCH, to me known to be the persons who executed the foregoing certificate, and also to be respectively the President and Secretary of the therein named The Milwaukee Coke & Gas Company, a corporation, and acknowledged the foregoing certificate for and on behalf and as the free act and deed of said corporation, and also for and on behalf and as the free act and deed of themselves individually, and being by me further duly sworn did depose and say that they are the President and Secretary of said corporation, and that the foregoing amendment was duly adopted by said corporation, and that the seal attached to the foregoing certificate is the seal of said corporation, and that said seal was attached to said certificate for and on behalf and by due authority of said corporation, and that they executed and acknowledged said certificate for and on behalf and by due authority of said corporation, and also for and on behalf of themselves individually.

Heber M. Case
 Notary Public,
 Milwaukee County, Wisconsin.

My Commission expires February 17, 1946

M - 6818

9

CERTIFICATE OF AMENDMENT

TO

ARTICLES OF INCORPORATION

OF

THE MILWAUKEE COKE & GAS COMPANY

• *change name*

STATE OF WISCONSIN SS
DEPARTMENT OF STATE

RECEIVED and FILED

MAR 6 - 1942

FRED R. ZIMMERMAN
SECRETARY OF STATE

PK
• \$10⁰⁰

CERTIFICATE ISSUED
MAY 9 1942

735 N. Water St.

MILLER, MACK & FAIRCHILD

MILWAUKEE

AMENDMENT

This certificate must be mailed to the Secretary of State to complete the legal requirements

10

OFFICE OF
REGISTER OF DEEDS

I, Phillip L. Winfield, Register of Deeds of MILWAUKEE

County, Wisconsin, do hereby certify that a duly certified copy of amendment to the articles of organization of

Milwaukee Sobay Coke Company

a corporation located in MILWAUKEE county, which amendment

had attached a certificate of the Secretary of State of Wisconsin, showing that such amendment was accepted and filed in the Department of State, was duly left and filed for record in my office on the

20th day of Jan, 1947

Witness my hand and official seal this 20th day of Jan, 1947

(Seal)

Phillip L. Winfield
Register of Deeds

MILWAUKEE County, Wis.

10

CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
MILWAUKEE SOLVAY COKE COMPANY

At the annual meeting of the holders of the capital stock of Milwaukee Solvay Coke Company, a corporation organized and existing under the laws of the State of Wisconsin, which meeting was duly convened pursuant to the Articles of Incorporation and by-laws of said corporation, the following resolution was duly adopted:

"RESOLVED, That the Articles of Incorporation of Milwaukee Solvay Coke Company should be and the same are hereby amended so that Article Fourth thereof shall read as follows:

FOURTH: The general officers of such corporation shall be a president, a first vice-president, a second vice-president, a third vice-president, a chairman of the Board of Directors, a secretary, an assistant secretary, a treasurer and an assistant treasurer. The offices of (1) first vice-president and treasurer, (2) second vice-president and assistant treasurer and (3) assistant secretary and assistant treasurer may be held by the same person.

The affairs of said corporation shall be managed by a Board of Directors of such number of members (of not less than three however) as may be provided in the corporation's by-laws who shall be chosen by vote of the holders of capital stock in the corporation on the basis of one vote per share. Directors shall be elected annually from time to time on such date as may be fixed by the corporation's by-laws and need not be stockholders of the corporation in order to be elected as directors.

The Board of Directors may from time to time elect or appoint any additional officers, agents or employees as may be determined by the Board are necessary or convenient to carry on the business of the Company and may determine the powers and duties of such officers, agents or employees.

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The principal duties of the president of said corporation shall be to preside at all meetings of the stockholders and at meetings of the Board of Directors in the absence of the chairman of the Board of Directors; to be its chief executive officer; in conjunction with the secretary to sign its certificates of stock and other sealed instruments to which said corporation is a party; to make and sign contracts in its behalf when authorized by the Board of Directors, and to perform such other duties as may be required by the by-laws of the corporation and by the vote of the Directors.

The principal duties of the first vice-president shall be to act in the place of the president in case of the death, absence or disability of the latter, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the directors.

The principal duties of the second vice-president shall be those assigned to the first vice-president in case of the death, absence or disability of the latter, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the Directors.

The principal duties of the third vice-president shall be those assigned to the second vice-president in case of the latter's death, absence or disability, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the Directors.

The principal duties of the secretary shall be to keep a record of all stockholders' and directors' meetings, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the Directors.

The principal duties of the assistant secretary shall be to act in place of the secretary in case of the latter's death, absence or disability and to perform such other duties as may be required by the by-laws of the corporation or by the vote of the Directors.

The principal duties of the treasurer of said corporation shall be to collect all moneys due the corporation and safely keep the same and pay out the same under direction of the Board of Directors, to have the custody

of the valuable papers of said corporation, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the Directors.

The principal duties of the assistant treasurer shall be to act in place of the treasurer in case of the latter's death, absence or disability and to perform such other duties as may be required by the by-laws of the corporation or by the vote of the directors.

The chairman of the Board shall preside at all meetings of the Directors at which he shall be present and shall perform such other duties as he may be required or authorized to perform by resolution of the Board of Directors and without any such resolution he is hereby authorized but not required to execute on behalf of the corporation in the place of the president any and all deeds, conveyances, contracts or other documents, including stock certificates which are customarily signed by the president of the corporation and generally to do any act whatsoever which is ordinarily and customarily done by the president."

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

We, the undersigned, J. A. B. Lovett and Peter J. Haeffner, respectively the President and Assistant Secretary of Milwaukee Solvay Coke Company, a Wisconsin corporation located in Milwaukee County, Wisconsin, do hereby certify that the foregoing resolution was duly adopted at an annual meeting of the stockholders of said corporation duly convened according to its Articles of Incorporation and by-laws, which meeting was held at the offices of said corporation in the City of Milwaukee, Milwaukee County, State of Wisconsin, on the 17th day of January, 1947.

And we do further certify that the whole number of shares of stock of said corporation issued and outstanding at the time of the holding of said meeting was thirty-five thousand (35,000) shares; that all of such shares voted in favor of said resolution; that the foregoing copy of such resolution is a full, true and correct copy of the original thereof.

IN WITNESS WHEREOF, we, the undersigned President and the Assistant Secretary of said corporation have hereunto set our hands and have caused the corporate seal of said corporation to be affixed hereto at the City of Milwaukee, Milwaukee County, Wisconsin, this 17th day of January, A. D. 1947.

J. A. B. Lovett
J. A. B. Lovett President

Peter J. Naeffner
Peter J. Naeffner Assistant Secretary

M-6818

10

CERTIFICATE OF AMENDMENT TO
THE ARTICLES OF INCORPORATION

Providing for
additional general
officers, and authorizing
the bylaws to fix the
No. of dir.

MILWAUKEE SOLVAY COKE COMPANY

STATE OF WISCONSIN
DEPARTMENT OF STATE
RECEIVED and FILED
JAN 18 1947
FRED R. ZIMMERMAN
SECRETARY OF STATE

8/10-
2/10

CERTIFICATE ISSUED
JAN 22 1947

775 No. Water St
MILLER, MACK & FAIRCHILD
MILWAUKEE 2

This certificate must be mailed to the Secretary of State to complete the legal requirements

AMENDMENT

OFFICE OF
REGISTER OF DEEDS

I, Philly L. Wustfahl, Register of Deeds of MILWAUKEE

County, Wisconsin, do hereby certify that a duly certified copy of amendment to the articles of organization of

Milwaukee Solway Coke Company,
a corporation located in MILWAUKEE county, which amendment

had attached a certificate of the Secretary of State of Wisconsin, showing that such amendment was accepted and filed in the Department of State, was duly left and filed for record in my office on the

10th day of June, 1949

Witness my hand and official seal this 10th day of June, 1949

(Seal)

Philly L. Wustfahl
Register of Deeds

MILWAUKEE County, Wis.

CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
MILWAUKEE SOLVAY COKE COMPANY

At a special meeting held February 7, 1949 of the stockholders of Milwaukee Solvay Coke Company, a corporation organized and existing under the laws of the State of Wisconsin, which meeting was duly convened pursuant to the Articles of Incorporation and By-Laws of said corporation, the following resolution was duly adopted:

"RESOLVED, that Article FOURTH of the Articles of Incorporation of this corporation shall be and hereby is amended to read as follows:

FOURTH: The general officers of such corporation shall be a president, one or more vice presidents, a chairman of the Board of Directors, a secretary, a treasurer, and such assistant secretaries and assistant treasurers as the Board shall determine.

The affairs of said corporation shall be managed by a Board of Directors of such number of members (of not less than three, however) as may be provided in the corporation's by-laws, who shall be chosen by vote of the holders of capital stock in the corporation on the basis of one vote per share. Directors shall be elected annually from time to time on such date as may be fixed by the corporation's by-laws and need not be stockholders of the corporation.

The Board of Directors may from time to time elect or appoint any additional officers, agents or employees as may be determined by the Board are necessary or convenient to carry on the business of the Company, and may from time to time determine the powers and duties of the president, the chairman of the Board, the vice presidents, the secretary and treasurer, any assistant secretaries, assistant treasurers, and any other officers or employees of the Company. Subject to further action of the Board of Directors, the duties and responsibilities of the officers shall be as follows:

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The principal duties of the president of said corporation shall be to preside at all meetings of the stockholders and at meetings of the Board of Directors in the absence of the chairman of the Board of Directors; to be its chief executive officer; in conjunction with the secretary to sign its certificates of stock and other sealed instruments to which said corporation is a party; to make and sign contracts in its behalf when authorized by the Board of Directors, and to perform such other duties as may be required by the by-laws of the corporation and by the vote of the Directors.

The principal duties of the vice presidents shall be to act in the place of the president in case of the death, absence or disability of the latter, and to perform such duties in this respect and otherwise as may be required by the by-laws of said corporation or by the vote of the Directors.

The principal duties of the secretary shall be to keep a record of all stockholders' and directors' meetings, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the Directors.

The principal duties of the assistant secretary shall be to act in place of the secretary in case of the latter's death, absence or disability and to perform such other duties as may be required by the by-laws of the corporation or by the vote of the Directors.

The principal duties of the treasurer of said corporation shall be to collect all moneys due the corporation and safely keep the same and pay out the same under direction of the Board of Directors, to have the custody of the valuable papers of said corporation, and to perform such other duties as may be required by the by-laws of said corporation or by the vote of the Directors.

The principal duties of the assistant treasurer shall be to act in place of the treasurer in case of the latter's death, absence or disability and to perform such other duties as may be required by the by-laws of the corporation or by the vote of the Directors.

The duties of the chairman of the Board shall be to preside at all the meetings of the Directors and to perform such other duties as he may be required or authorized to perform by resolution of the Board of Directors."

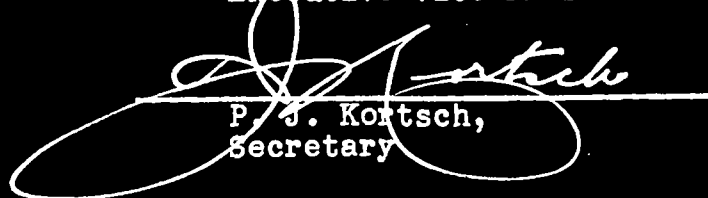
STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

We, the undersigned, Glenn R. Chamberlain, Executive Vice President, and P. J. Kortsch, Secretary, of Milwaukee Solvay Coke Company, a Wisconsin corporation located in Milwaukee County, Wisconsin, do hereby certify that the foregoing resolution was duly adopted at a special meeting of the stockholders of said corporation duly convened according to its Articles of Incorporation and By-Laws, which meeting was held at the offices of said corporation in the City of Milwaukee, Milwaukee County, State of Wisconsin, on the 7th day of February 1949.

And we do further certify that the whole number of shares of stock of said corporation issued and outstanding at the time of the holding of said meeting was thirty-five thousand (35,000) shares; that all of such shares voted in favor of said resolution; and that the foregoing copy of such resolution is a full, true and correct copy of the original thereof.

IN WITNESS WHEREOF, we, the undersigned Executive Vice President and the Secretary of said corporation, have hereunto set our hands and have caused the corporate seal of said corporation to be affixed hereto at the City of Milwaukee, Milwaukee County, Wisconsin, this 1st day of June 1949.


Glenn R. Chamberlain,
Executive Vice President


P. J. Kortsch,
Secretary

Providing for
additional General
Officers.

STATE OF WISCONSIN
DEPARTMENT OF STATE

FILED

JUN 7 - 1940

FRED R. ZIMMERMAN
SECRETARY OF STATE

#10

Miller, Mack & Fairchild,
attys
435 N. Water St
Milwaukee

(4)

Box CC 692875

MILWAUKEE SOLVAY COKE COMPANY, INC.

E I-A-3

Bulk Sales Affidavit issued by Milwaukee Solvay Coke Company.

May 15, 1962

(b)

Letter from Illinois Department of Revenue re claim for
Retailer's Occupation tax.

May 23, 1962

BULK SALES AFFIDAVIT

MILWAUKEE SOLVAY COKE COMPANY, a Wisconsin corporation, does hereby certify that, to the best of its knowledge and belief, the attached list is a full, accurate and complete list of all creditors of Milwaukee Solvay Coke Company as of May 15th, 1962 and that the respective addresses and amounts of indebtedness owing to each such creditor as of May 15th, 1962 is accurate and correct.

IN WITNESS WHEREOF, MILWAUKEE SOLVAY COKE COMPANY has caused this affidavit to be executed in its name and on its behalf, and its corporate seal to be hereunto affixed by its duly authorized officers this 15 day of May, 1962.

MILWAUKEE SOLVAY COKE COMPANY

By Albert P. Mueller
Executive Vice President

ATTEST:

P. J. Hanfner
Secretary

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

} ss

I, Inn Marie White, a Notary Public in and for the County and State aforesaid, do hereby certify that A. P. MUELLER, personally known to me to be the Executive Vice President of MILWAUKEE SOLVAY COKE COMPANY, and P. J. HANFNER, personally known to me to be the Secretary of said corporation and both personally known to me to be the persons whose names are subscribed to the foregoing affidavit as such

Executive Vice President and Secretary, respectively, appeared before me this day in person and, both first being duly sworn, stated under oath that the facts stated in the foregoing affidavit are true and correct to the best of their knowledge and belief, and that they signed, sealed and delivered such instrument pursuant to authority duly given to them by said corporation as the free and voluntary act and deed of said corporation.

GIVEN under my hand and Notarial seal this 15th day of May, 1962.

Ann Marie White
Notary Public

My Commission Expires _____ My Commission Expires Jan. 9, 1966

June 1, 1962

First Wisconsin National Bank of Milwaukee
Milwaukee,
Wisconsin

Attention: Mr. Samuel E. Callahan, Vice President

Gentlemen:

This will advise that Wisconsin Coke Company, Inc. has purchased this date substantially all of the assets of Milwaukee Solvay Coke Company, including its coke plant located at 311 East Greenfield Avenue, Milwaukee, Wisconsin.

In accordance with the purchase arrangements, Milwaukee Solvay Coke Company (the seller) has today filed appropriate Articles of Amendment with the Secretary of State of the State of Wisconsin and recorded the same in the office of the Register of Deeds, Milwaukee County, Wisconsin, so as to change its corporate name to "MSC Corporation". In a similar manner and in accordance with the Wisconsin Business Corporation Act, Wisconsin Coke Company, Inc. has today filed and recorded Articles of Amendment with the Secretary of State of Wisconsin and in the Milwaukee County Register of Deeds so that its corporate name has now been changed to "Milwaukee Solvay Coke Company, Inc."

In view of the foregoing we would appreciate it if you would change your account records so as to reflect the change of name from Wisconsin Coke Company, Inc. to "Milwaukee Solvay Coke Company, Inc."

Very truly yours,

MILWAUKEE SOLVAY COKE COMPANY, INC.

G. R. Johnson
Secretary

2000 Union Commerce Building
Cleveland 14, Ohio

May 18, 1962

REGISTERED MAIL

To the creditors of Milwaukee Solvay Coke Company:

In compliance with Sections 241.18-241.21, inclusive, of the Wisconsin Statutes (the so-called "bulk sales act") notice is hereby given that Milwaukee Solvay Coke Company of Milwaukee, Wisconsin, proposes to sell substantially all of its assets effective as of June 1, 1962, to Wisconsin Coke Company, Inc. The purchaser -- Wisconsin Coke Company, Inc. -- is a Wisconsin corporation recently organized by Pickands Mather & Co. of Cleveland, Ohio, which has acted as exclusive sales agent for Milwaukee Solvay Coke Company's coke production (with minor exceptions) for many, many years.

By the terms of the sale arrangements, Wisconsin Coke Company, Inc. will acquire all of the assets, property and interests in property of Milwaukee Solvay Coke Company at June 1, 1962, except cash, securities, certain prepaid expenses, and rights to tax and other refunds. While the computation of the exact purchase price must await determination of certain values as of the date of sale, it is contemplated that such purchase price will exceed \$2,000,000. This amount will be satisfied by cash payments by Wisconsin Coke Company, Inc. and by its assumption of certain specified liabilities of Milwaukee Solvay Coke Company (including, generally speaking, accrued trade liabilities other than those for coal purchases and transportation allocable thereto). The buyer will also accept assignments of the seller's interest in numerous contracts affecting the business being transferred.

So as to avoid confusion later, we wish to advise that the purchase arrangements contemplate a change in the corporate name of the buyer on the closing date from "Wisconsin Coke Company, Inc." to "Milwaukee Solvay Coke Company, Inc."; the present Milwaukee Solvay Coke Company will concurrently change its name to a dissimilar title.

Very truly yours,

WISCONSIN COKE COMPANY, INC.

E. L. Johnson
Secretary

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
SPRINGFIELD

RETAILERS' OCCUPATION TAX
DIVISION

THEODORE J. ISAACS
DIRECTOR
ALBERT R. IMLE
ASSISTANT DIRECTOR

May 23, 1962

IN REPLY PLEASE REFER TO	S-4 VO:1n
	743-046

Wisconsin Coke Company, Inc.
Twentieth Floor
Union Commerce Building
Cleveland 14, Ohio

TO VENDEE:

YOU ARE HEREBY NOTIFIED that the Department of Revenue of the State of Illinois acknowledges receipt of your notice under the Bulk Sales Act in the State of Illinois, whereby you propose to purchase the business located at 311 E. Greenfield Ave., Milwaukee, from Milwaukee Solvay Coke Co. ; that the Department of Wisconsin Revenue has a claim for Retailers' Occupation Tax in the sum of approximately ten thousand-----(\$10,000.00) Dollars upon which the Department of Revenue claims a lien against said funds.

YOU ARE HEREBY NOTIFIED to withhold payment of such money to the seller until such time as the claim of the Department of Revenue has been fully satisfied either by the seller or yourself.

Very truly yours,

DEPARTMENT OF REVENUE

Theodore J. Isaacs
Director

Issued by:
Virginia Overaker, Supervisor
Collection Section

Dated this 23rd day of May, 19 62.

RR-256

MILWAUKEE SOLVAY COKE COMPANY CREDITORS

			<u>Actual Vouchers Payable</u>	<u>Estimated Purchase Order Outstanding</u>
A & A Sign Co.	2004 W. Greenfield Ave.	Milwaukee 4, Wis.		
A-B Manufacturing Co.	1168 No. 50th Place	" 8, "		
A-C Supply Co., Inc.	2302 W. Clybourn St.	" 3, "		\$ 13.99
A&S Welding Co., Inc.	P.O. Box 445-930 Columbia Ave.	So. Milwaukee, Wis.		
Abbott Co.	2211 No. Prospect Ave.	Milwaukee 2, Wis.		
Ace Carbon Brush Co.	1743 So. 1st Street	" 4, "	\$ 74.70	
Ace Window Cleaning Co.	1334 N. Van Buren St.	" 2, "		207.50
Ackerman Clinic	4819 S. Packard Ave.	Cudahy, Wis.		
Acme Fast Freight Inc.	105 So. 3rd St.	Milwaukee, 3, Wis.		
Addressograph-Multigraph Corp.	P.O. Box 6311	Chicago 80, Ill.		4.00
Advance Boiler & Tank Co.	1711 So. Car ferry Drive	Milwaukee 7, Wis.		
Advance Chemical Co.	6210 W. State St.	" 13, "	(5.00)	
Advance United Expressways Inc.	1006 So. Barclay St.	" 4, "		
Advance Transportation Co.	2115 So. 1st St.	" 7, "		
Air Reduction Sales Co.	205 W. Monroe St.	Chicago 6, Ill.	144.71	276.16
Alemite Co.	1010 N. Van Buren St.	Milwaukee 2, Wis.		
Allen Bradley Co.		Milwaukee 4, Wis.		
Allied Canvas Products Co.	725-729 So. 1st St.	" 4, "		8.00
Allied Business Machines Corp.	3132 N. Lovers Lane Road	" 22, "		
Allied Chemical Corp.	P.O. Box 2122	Chicago 90, Ill.		
Allied Glove Corp.	325 E. Chicago St.	Milwaukee 2, Wis.		
Allis-Chalmers Manufacturing Co.	P.O. Box 4125	" 10, "		
Allrubber Products & Supply Co.	612 So. 2nd St.	" 4, "		
Al's Stoker, Oil & Gas Burner Serv.	632 E. Ogden Ave.	" 2, "		
American Brake Shoe Co.	Lock Box 1665	Chicago 90, Ill.		
American Coke & Coal Chemicals Ins.	711-14th St.-N.W.	Washington 5, D.C.		
American Gas & Chemicals Inc.	P.O. Box 101	New York 28, N.Y.		
American Linen Supply Co.	1003 W. North Ave.	Milwaukee 5, Wis.		20.00
American Machinery Co.	453 N. Plankinton Ave.	" 3, "		635.00
Ampco Metal Inc.	1745 So. 38th St.	" 46, "		
American Natural Gas Co.	30 Rockefeller Plaza-Suite 4950	New York 20, N.Y.		
American Natural Gas Serv. Co.	3600 Penobscot Building	Detroit 26, Mich.	1,372.70	675.00
American Optical Co.	P.O. Box 160	Southbridge, Mass.	17.92	
American-Standard	1635 W. St. Paul Ave.	Milwaukee 1, Wis.		
American Welding & Engrg. Co.	235 W. Oklahoma Ave.	" 7, "		
Anaconda American Brass Co.	P.O. Box 377 Church St.	Station New York 8, N.Y.		
Arthur Andersen & Co.	795 N. Van Buren St.	Milwaukee 2, Wis.		
Anderson-Ashton Inc.	3129 W. Mill Road	" 9, "		
Aring Equipment Co., Inc.	1801 N. 108th St.	" 13, "		21.38

Armstrong Contracting & Supply Corp. 120 N. Lime St.
Artus Corp.

Associated Bag Co.
Assn. of Western Railways
Babbitt Products Co.
Babcock & Wilcox Co.
Bacharach Ind. Instrument Co.
Badger Bearing Co.
Badger Lumber & Supply Corp.
Badger Paint & Hdwe. Stores, Inc.
Balistrieri Bros. Milw. Cinder Co.
C.I. Banker Wire & Iron Works
Barber-Colman Co.
Barclay Foundry, Inc.
Bates Accounting Devices
Bauer Equipment & Supply Co.
John Baumgarth Co.
Bay View Shade Shop
Fred Becker Inc.
Bentley Sales Co., Inc.
Berts Beer
Bethlehem Steel Co.
Better Painting Service Inc.
Big Three Sandwich Shop Inc.
Bin-Dicator Co.
Black Diamond
Boggis-Johnson Electric Co.
Boston & Maine Railroad-Treasurer
Bradley Washfountain Co.
Brey's Saw Shop
Brickley & Co.
Bristol Co.
Charles Bruning Co. Inc.
Buffalo Meter Co. Inc.
Burgess Battery Co.
Burroughs Corp.
J.C. Busch Co.
Cadet Cleaners Inc.
Cadillac Plastic Co., Illinois
A. M. Castle & Co.
Central Steel & Wire Co.
Central Wis. Motor Transport Co.

605 So. 1st St.
516 W. Jackson Blvd.
2336 N. 31st St.
161 E. 42nd St.
200 N. Braddock Ave.
1125 N. Van Buren St.
2040 E. St. Francis Ave.
5001 W. State St.
7807 N. Santa Monica Blvd.
421 So. 2nd St.
4239 W. Lincoln Ave.
33 W. 42nd St.
139 N. Clark St.
3001 North Ave.
2217 S. Kinnickinnic Ave
226 E. Mason St.
646 So. 29th St.
2523 E. Oklahoma Ave.
P.O. Box 2300
2612 W. Greenfield Ave.
104 W. Mitchell St.
17190 Denver
431 S. Dearborn St.
1426 W. National Ave.
2203 W. Michigan St.
716 So. 2nd St.
241 E. Erie St.
530 N. 9th St.
2917 Main St.
1818 W. Madison St.
158 So. Barclay St.
1428 So. 1st St.
727 W. Lake St.
338 So. 17th St.
P.O. Box 5310 A
P.O. Box 200

Lancaster 7, Pa.
Englewood, N. Jersey
Milwaukee 4, Wis.
Chicago 6, Ill.
Milwaukee 10, Wis.
New York 17, N.Y.
Pittsburgh 8, Pa.
Milwaukee 1, Wis.
St. Francis 7, Wis.
Milwaukee 1, Wis.
" 17, "
" 4, "
Rockford, Ill.
Milwaukee 15, Wis.
New York 36, N.Y.
Chicago 2, Ill.
Melrose Park, Ill.
Milwaukee 7, Wis.
" 2, "
" 46, "
" "
Chicago 90, Ill.
Milwaukee 4, Wis.
" 4, "
Detroit 24, Mich.
Chicago 5, Ill.
Milwaukee 1, Wis.
Boston 14, Mass.
Milwaukee 1, Wis.
" 4, "
" 2, "
Waterbury 20, Conn.
Milwaukee 3, Wis.
Buffalo 14, N.Y.
Freeport, Ill.
Maywood, Ill.
Milwaukee 4, Wis.
" 4, "
Chicago 6, Ill.
Milwaukee 3, Wis.
Chicago 80, Ill.
Wisc. Rapids, Wis.

Actual
Vouchers
Payable

Estimated
Purchase Order
Outstanding

	25.80
44.90	45.60
	48.60
	35.00
	3.20
	340.56
	224.57

		Actual Vouchers Payable	Estimated Purchase Order Outstanding
Century Fence Co.			
Century Hardware Corp.	4711 W. Woolworth Ave.		
Ceresit Corp.	3227 S. Shields Ave.		
Chain Belt Co.			
Champion Rivet Co.	Harvard Ave. & E. 108 St.		
Charm Greetings	3109 W. National Ave.		
Chesapeake & Ohio Ry. Co.	P.O. Box 5507		
Chicago, Burlington & Quincy RR	203 E. 14th Ave.		
Chi., Milw, St. Paul & Pacific RR	P.O. Box 1425		
Chicago & No. Western Ry.	P.O. Box 1197		
Chicago Tube & Iron Co.	2531 W. 48th St.		
Chicksan Co.	P.O. Box 158		
Cities Service Oil Co.	626 E. Wisconsin Ave.		
Cochrane Laboratories, Inc.	729 So. 16th St.		
College Athletic Supply Co.	751 N. Plankinton Ave.		
Columbia Ribbon & Carbon Mfg.	P.O. Box 443		
Commerce Ind. Chemicals, Inc.	6377 N. Teutonia Ave.		
Commercial Sta. & Off. Supply Co.	725 N. Plankinton Ave.		
Connelly, Inc.	3154 So. California Ave.		
Consolidated Forwarding Co. Inc.	1300 N. 10th St.		
Consolidated Freightways	401 W. Layton Ave.		
Continental Waste & Wiper Co.	223 W. Oregon St.		
Contract Leasing Corp.	4400 Hampton Ave.		
Copy, Inc.	1900 W. Vliet St.		
Cordes Supply Co.	1325-31 N. 7th St.		
Crest Mfg. Co.	13640 W. Carmen Ave.		
Crichton Corp.	1114 No. 4th St.		
Crown Ind. Products Co.	Amsterdam Street		
Crown Rubber Products Co.	1256 N. 12th St.		
Crown Screw & Bolt Co.	12550 Robin Lane		
Crown Steel Sales Inc.	3355 W. 31st St.		
Crucible Steel Co. of America	P.O. Box 1558		
Cummins Diesel of Wis. Inc.	1921 So. Highway 100		
Cushman Motor Delivery Co.	2003 S. Kinnickinnic Ave.		
Cutler-Hammer	315 N. 12th St.		
The Dark Room	722 N. Milwaukee St.		
De Laval Steam Turbines Co.			
(Dept. of Revenue-Retailers Occupation Tax Div.			
(State of Illinois	400 So. Spring St.		
(Department of Revenue			
(State of Missouri	P.O. Box 840		
Des Forges Co.	427 E. Wisconsin Ave.		
Waukesha, Wis.			
Milwaukee 18, Wis.		14.70	11.64
Chicago 16, Ill.			
Milwaukee 1, Wis.			
Cleveland 5, Ohio			
Milwaukee 15, Wis.			
Cleveland 1, Ohio			
No. Kansas City 16, Mo.			
Milwaukee 1, Wis.			
" 1, "		51.32	
Chicago 32, Ill.			
Brea, California			
Milwaukee 2, Wis.			
" 4, "			
" 3, "			
Glen Cove, N.Y.			
Milwaukee 9, Wis.			
" 3, "			
Chicago 8, Ill.			
St. Louis 6, Missouri			
Milwaukee 7, Wis.			
" 4, "			
St. Louis 9, Mo.			
Milwaukee 5, Wis.			
" 5, "			129.13
Butler, Wis.			
Milwaukee 3, Wis.			842.12
Woodstock, Ill.			
Milwaukee 5, Wis.			
Brookfield, Wis.		52.64	9.87
Chicago 23, Ill.			
Pittsburgh 30, Pa.			
Milwaukee 19, Wis.		25.55	349.00
" 7, "			
" " "		4.90	145.06
" 2, "			
Trenton 2, N. Jersey			
Springfield, Ill.			10,000.00
Jefferson City, Mo.			254.00
Milwaukee 2, Wis.			

		Actual Vouchers Payable	Estimated Purchase Order Outstanding
Design Products Co.	216 So. 2nd St.	Milwaukee 4, Wis.	
Ditto, Inc.	6800 McCormick Road	Chicago 45, Ill.	
Louis Dobbratz Co.	301-311 N. Broadway	Milwaukee 2, Wis.	
Edward V. Dostal	1742 N. Prospect Ave.	" 2, "	
Dralle Paper Co. Inc.	6500 W. State St.	" 13, "	
E.I. Du Pont De Nemours & Co.	Treasurer's Office	Wilmington, Del.	
Duriron Co., Inc.		Dayton 1, Ohio	
Eaton Mfg. Co.	P.O. Box 6033	Cleveland 1, Ohio	
Eddie's Coal Co.	1023 So. 3rd St.	Milwaukee 4, Wis.	100.00
Eder Mfg. Co.-Eder Bldg.	181 N. Broadway	" 2, "	
Chester S. Edwards	Georges Road at PRR	Dayton, N. Jersey	400.00
Edwards Motor Co.	P.O. Box 503	Milwaukee 1, Wis.	
Electric Sales & Engrg. Co.	2209 So. 1st St.	" 7, "	465.00
C.A. Ekstrom Co.	2734 W. Wells St.	" 8, "	
Elliot Co.	P.O. Box 773	Pittsburgh 30, Pa.	58.00
Elliot Service Co. Inc.	30 N. MacQuesten Pkw.	Mount Vernon, N.Y.	60.00
Engine Power Inc.	11811 W. Silver Spring Rd.	Milwaukee, Wis.	
Equitable Life Assurance Society	P.O. Box 2743	Chicago 90, Ill.	1,100.00
Erffmeyer & Son Co. Inc.	5300 W. Clinton Ave.	Milwaukee 23, Wis.	
E.L. Essley Machinery Co.	565 W. Washington Blvd.	Chicago 6, Ill.	
Everson Electric Co.	1126 Union Blvd.	Allentown, Pa.	
Express Freight Lines, Inc.	4600 W. Burnham St.	Milwaukee 46, Wis.	
Fairbanks, Morse & Co.	1550 So. State St.	Chicago 5, Ill.	1,462.89
Federal Reserve Bank of Chicago	P.O. Box 834	Chicago 90, Ill.	
Fehler Brushes Inc.	2880 N. 30th St.	Milwaukee 10, Wis.	53.10
Fire Brick Engineers Co.	2400 So. 43rd St.	" 46, "	345.40
First Wisc. National Bank		Milwaukee, "	
Fisher Scientific Co.	P.O. Box 386	Pittsburgh 30, Pa.	
L.B. Foster Co.	231 So. La Salle St.	Chicago 4, Ill.	785.42
Froemming Bros. Florists	5546 So. 92nd St.	Hales Corners, Wis.	24.00
Fuel Oil Heat, Inc.	4760 N. 27th St.	Milwaukee 9, Wis.	
Garlock, Inc.	P.O. Box 164	Buffalo 5, N.Y.	
Gateway Erectors Inc.	P.O. Box 195	Thiensville, Wis.	
Gateway Transportation Co.	10931 W. Mitchell St.	Milwaukee, Wis.	
General Amer'n. Transportation Corp.	135 So. La Salle St.	Chicago 90, Ill.	20.00
General Controls Co.	801 Allen Ave.	Glendale 1, Calif.	
General Elect. Co.-Finance & Serv. Oper.	940 W. St. Paul Ave.	Milwaukee, Wis.	
General Electric Supply Co.	540 So. 1st St.	" 1, "	79.05
General Foundries Co.	3121 W. Clarke St.	" 10, "	89.52
General Refractories Co.	1520 Locust St.	Philadelphia 2, Pa.	
General Rubber Co.	514 W. Walnut St.	Milwaukee 12, Wis.	8.08
Alfred Goethel Sheet Metal Works	3218 W. Fond Du Lac Ave.	" 10, "	21.00

		Actual Vouchers Payable	Estimated* Purchase Order Outstanding
Golden Anderson Valve Specialty	1232 Ridge Ave.	Pittsburgh 33, Pa.	
Goodyear Service Stores	1815 W.Fond du Lac Ave.	Milwaukee, Wis.	54.84
Graham Engrg. Research, Inc.	1571 W. Pierce St.	" 4, "	
Grand Trunk Western RR	1825 So. Allis St.	" 7, "	
Graybar Electric Co. Inc.	180 N. Jefferson St.	" 2, "	
Grede Foundries, Inc.	P.O. Box 443	" 1, "	
A.P.Green Firebrick Co.	1120 S. Barclay St.	" 4, "	
Grover Piston Ring Co. Inc.	120 N. Broadway	" 2, "	14.24
Paul J. Grunau Co.	2697 S.Kinnickinnic Ave.	" 7, "	
The Gute Co.-Wis.Tower Bldg.	606 W. Wisconsin Ave.	" 3, "	
John Hancock Mutal Life Ins. Co.	200 Berkeley St.	Boston 17, Mass.	5,357.66
F.R. Hannon & Sons	1605 Waynesburg Rd.S.E.	Canton 7, Ohio	
James K. Harbinson & Co. Inc.	784-790 Seneca St.	Buffalo 10, N.Y.	
Harbison-Walker Refractories Co.	307 Fifth Ave.	Pittsburgh 22, Pa.	
Harnischfeger Corp.	4400 W. National Ave.	Milwaukee 46, Wis.	
Hays Corp.	P.O. Box 4837	Chicago 80, Ill.	23.02
Hein Electric Supply	1032 N. 6th St.	Milwaukee 3, Wis.	
Helwig Carbon Products Inc.	P.O. Box 4277-Station K	" 10, "	37.50
Hewitt-Robins Inc.	P.O. Box 2734	Chicago 90, Ill.	
B.Hoffmann Mfg. Co.	P.O. Box 2064	Milwaukee 1, Wis.	
Holt Electric Motor Co.	700 So.Fifth St.	" 4, "	
House Pharmacy	822 E. Potter Ave.	" 7, "	
Howard Brass & Copper Co.	608 So. 2nd St.	" 4, "	
Hughes Oil Co.	155 N. Wacker Drive	Chicago 6, Ill.	4,386.68
Hughes Travel Service	707 N. Broadway	Milwaukee 2, Wis.	
Hunter Machinery Co. Inc.	327 So. 16th St.	" 3, "	
Indianhead Truck Lines, Inc.	1947 W. County Road C	St. Paul 13, Minn.	66.51
Industrial Brownhoist Corp.		Bay City, Mich.	122.00
Industrial Clinic	408 W.Greenfield Ave.	Milwaukee 4, Wis.	5.00
Industrial Heat Control Products	418 Hawthorne Ave.	So.Milwaukee, Wis.	
Industrial Serv. Co.	237 So. 2nd St.	Milwaukee 4, Wis.	20.65
Ingerman Associates Inc.	500 W. National Ave.	" 4, "	65.50
Ingersoll-Rand Co.	11 Broadway	New York 4, N.Y.	642.80
Int'l. Business Machines Corp.	1933 W.Wisconsin Ave.	Milwaukee 3, Wis.	
International Harvester Co.	420 So. 1st St.	" 4, "	
Interstate Motor Freight System	4525 W. Burnham	" 14, "	
J-P Ind. Supplies Inc.	2411 W. State St.	" 3, "	293.90
Albert A. Jacobs Co. Inc.	3913 N. 35th St.	" 16, "	180.00
F.P. Jay Chemicals Inc.	P.O. Box 42	Waukesha, Wis.	24.00
Jordan Tool & Machine Corp.	512 So. 5th St.	Milwaukee 4, Wis.	6.00
The Journal Co.	333 W. State St.	" 1, "	7.20
Kelly, Halla, Peacock Inc.	Buhl Bldg.	Detroit 26, Mich.	(1,884.39)
			6,492.50

		Actual Vouchers Payable	Estimated Purchase Order Outstanding
Kelsey Welding & Engrg. Corp.	6915 Thirtieth Ave.	Kenosha, Wis.	
Kennametal Inc.		Latrobe, Pa.	
Keystone Pipe & Supply Co.	3232 W.Fond du Lac Ave.	Milwaukee 10, Wis.	189.72
S.P.A. Hall-Louis Kielich Mgr.	13th & W.Oklahoma Ave.	" "	35.00
Klein Kleen-All Co.	1141 N. 3rd St.	" 3, "	
Koppers Co.Inc.Engrg.&Constn Div.	650 Koppers Bldg.	Pittsburgh 19, Pa.	
Korfund Dynamics Corp.	Cantiague Road	Westbury, N.Y.	
W.H. Kranz Co.	239 E. Erie St.	Milwaukee 2, Wis.	
J.J.Krueger-City Treasurer	City Hall	" " (Balance 1961 Tax)	108,117.14
N.L. Kuehn Co.	3747 N. Booth St.	" 12, "	1,993.36
Laacke & Joys Co.	1433 N. Water St.	" 2, "	
Lake Shore Sand & Stone Co.	1056 W. Canal St.	" 3, "	
Lawson Products Inc.	1860 N. Wilmot Ave.	Chicago 47, Ill.	
Leland Chemical Co.Inc.	838 So. 1st St.	Milwaukee 4, Wis.	
Leslie Co.		Lyndhurst, N. Jersey	
Lill & Bill's Lunch	1106 So. 1st St.	Milwaukee, Wis.	
Lorscheider & Co.		Waukesha, Wis.	
Machinery & Factory Equipt. Co.	1215-19 Douglas Ave.	Racine, Wis.	
Maintenance Supply Co.	4414 So. Burrell St.	Milwaukee 7, Wis.	
Man & Manager Inc.	240 Old Country Road	Hicksville, N.Y.	
George F. Marchant Co.	1420-34 So.Rockwell St.	Chicago 8, Ill.	
Marc's Food Shop	1501 So. 2nd St.	Milwaukee, Wis.	
Marine National Exchange Bank		" "	100.00
Mariner Cigar Stand	411 E. Mason St.	" "	
Marsdan Co.Inc.	828 N. Broadway	" "	
Mary's Log Cabin	117 W. Greenfield Ave.	" "	
Maynard Electric Steel Casting	2856 So. 27th St.	" 46, Wis.	
McKesson & Robbins Inc	1100 S. Barclay St.	" 4, "	
McKiernan-Terry Corp.	505 Manor Ave.	Harrison, N.Jersey	
McMaster-Carr Supply Co.	P.O. Box 4355	Chicago 80, Ill.	11.82
Melting Pot Newspaper	630 N.Van Buren St.	Milwaukee 2, Wis.	4.50
Merchants Police Inc.	429 W. Michigan St.	" 3, "	
Mertes-Miller Inc.	1561 S.Barclay St.	" 4, "	
Mettler Co.Inc.		Rockford, Ill.	
Meylan Stopwatch Corp.	264 W. 40 St.	New York 18, N.Y.	10.00
Micro-Plate Lubricants-Lorscheider & Co.		Waukesha, Wis.	
Mid-City Foundry Co.	1521 W.Bruce St.	Milwaukee 4, Wis.	
Mid-City Sporting Goods Co.	2622 W.Wisconsin Ave.	" 3, "	126.47
Midwest Bulk Transport Inc.	Highway 41 & 114	Neenah, Wis.	
Milport Chemical Co.	400 W. Oregon St.	Milwaukee 4, Wis.	
Milw. Brush Mfg. Co.	2236 N. 30 St.	" 8, "	
Milw. Ind. Recreation Council	3880 N. Richards St.	" "	

Milw. Dustless Brush Co.	530 N. 22nd St.
Milw. Face Brick Co.	1493 N.Lovers Lane Rd.
Milw. Gas Light Co.	P.O. Box 474
Milw. Insulation Co.Inc.	830 So. 72 St.
Milw. Plmg.& Heat'g.Supply	1313 W.St.Paul Ave.
Milw. Reliance Boiler Works	2784 N. 32 St.
Milw. Sentinel	540 N.Plankinton Ave.
Milw. Street Garage	767 N.Milwaukee St.
Milw. Water Works-Div.Collections	841 N. Broadway
Minn.-Honeywell Regulator Co.	1885 Douglas Dr.
Mobil Oil Co.	907 So. 1st St.
Modine Mfg. Co.	
Monroe-A Div. of Litton Ind.	
Mooney Tractor & Equip.Corp.	P.O. Box 3125
Goodloe E. Moore Inc.	2811 N.Vermilion
Morganite Inc.	3302 48th Ave.
Morton Salt Co.	110 N.Wacker Dr.
Motor Transport Co.	4101 W.Blue Mound Rd.
Nalco Chemical Co.	6216 W.66 Place
National Bank of Detroit	P.O. Box 116-R.P.A.
National Cash Register Co.	618 N.Broadway
National Engraving Co.	704 S. 11th St.
" Wire Cloth Co.	252-270 W.Fairchild Ave.
New York Central RR-Treasurer	466 Lexington Ave.
N.Y.,Chi.,& St.Louis RR-Treas.	
W.H. Nicholson & Co.	12 Oregon St.
H. Niedecken Co.	190 N.Broadway
Nitrogen Products Inc.-Nat'l.Bank Bldg.	
No.Side Coal & Oil Co.	1014 E.Chambers St.
No. Side Lumber & Fuel Co.	1014 E.Chambers St.
Nu-Way Auto Elect. Co.	1401 So. 6th St.
Oakite Products Inc.	19 Rector St.
Fred Olson Motor Serv. Co.	1100-1300 W.Bruce St.
Orcutt Ind. Engrg. Co.	P.O. Box 2033
G.H.Packwood Mfg. Co.	1545-55 Tower Grove Ave.
Pagel Safety Products Inc.	4615 W.National Ave.
Patek Glass Co.	231 E. Buffalo St.
Patent Scaffolding Co.of Wis.	135 E. Pittsburgh Ave.
Pelton Steel Casting	148 W. Dewey Pl.
Peterman Kufahl Broom	1741 N. 22nd St.
Petroleum Equipt. Serv.Inc.	3950 W. Douglas Rd
Petty Cash	
Photocopy Co.	104 E. Mason St.

Milwaukee 3, Wis.
" 13 "
" 1, "
" 14, "
" 3, "
" 45, "
" 1, "
" 2, "
" 2, "
Minneapolis 22, Minn.
Milwaukee 1, Wis.
Racine, Wis.
Orange, N. Jersey
Milwaukee 18, Wis.
Danville, Ill.
Long Island City 1,N.Y.
Chicago 6, Ill.
Milwaukee 8, Wis.
Chicago 38, Ill.
Detroit 32, Mich.
Milwaukee, Wis.
Milwaukee "
St.Paul 7, Minn.
New York, N.Y.
Cleveland 1, Ohio
Wilkes-Barre,Pa.
Milwaukee 2, Wis.
New Brunswick,N.Jersey
Milwaukee 12, Wis.
" "
" 4, "
New York 6, N.Y.
Milwaukee 4, Wis.
Madison 5, Wis.
St.Louis 10, Mo.
Milwaukee 14, Wis.
" 2, "
" 4, "
" 7, "
" 5, "
" 9, "
" 2, "

Vouchers
Payable

Purchase Order
Outstanding

2,849.05

1,500.00

80.96

5.46

1,300.00

44.88

46.00

77.38

16.35

63.51

453.50

75.00

98.00

24.68

6.33

25.52

		Actual Vouchers Payable	Estimated Purchase Order Outstanding
Photorapid Corp. of Wis.	5826 Bluemound Rd.		99.37
Pickands Mather & Co.	332 S. Michigan Ave.		
W.H. Pipkorn Co.	1548 W. Bruce St.		
Pitney-Bowes Inc	69 Walnut St.		
Pittsburgh Plate Glass Co.	620 So. 1st St.		16.00
Plauty's Feed Store	1804 W. Mitchell St.		
(H.K. Porter Co. Inc. Delta Star Elect. Div.			
(Lynchburg Works	P.O. Box 994		174.80
Frederick Post Co.	2955 N. Humboldt Ave.		
Frederick C.T. John, Postmaster			
George Prinz	225 E. Mason St.		
Quality Envelope Co.	327 E. Brown St.		
Quick Flash Fuel Co.	7700 W. State St.		
Railway Assn. Joint Mailing Bureau	Rm. 206-Union Station		
" Express Agency Inc.	527 N. 4th St.		
Rasmussen Ind. Supply Co.	505 N. Plankinton Ave.		
J. Rauschenberger Co.	423 N. Plankinton Ave.		
Refractory & Insulation Corp.	P.O. Box 790		
" Products Co	910 Custer Ave.		
Reichel-Korfmann Co	221 E. Clybourn St.		
Repensek Service	107 W. Greenfield Ave.		
Roadway Express Inc	4939 So. 6th St.		
Rockwell Mfg. Co.	P.O. Box 5180		
Roemer-Karrer Inc.	250 N. Water St.		
Carl E. Roeming Ind. Sales	808 N. 3rd St.		
Robert Rom Co.	434 N. 3rd St.		
Roman's Service Inc	6300 So. 27th St.		
Royal McBee Corp.	385 N. York St.		
Rundle-Spence Mfg. Co.	445 N. 4th St.		
Jos. T. Ryerson & Son Inc	P.O. Box 534		
Sarco Co. Inc.	635 Madison Ave.		
E.H. Sargent & Co.	4647 W. Foster Ave.		
Scan-Pac Ind. Sales Co	5594 N. Hollywood Ave.		
Schaar & Co	7300 W. Montrose Ave.		
Schuster's			
Schwaab Stamp & Seal Co.	11415 W. Burleigh St.		
Sells Printing Co	1820 So. 73 St.		
Shadbolt & Boyd Co	413 N. 2nd St.		
Siekert & Baum Stationery Co	10830 W. Burleigh St.		
Sinclair Refining Co	155 N. Wacker Dr.		
Smith-Corona Marchant Inc.	6701 San Pablo Ave.		
Snap-On Tools Corp.	3450 N. 84 St.		
Milwaukee 13, Wis.			
Chicago, Ill.		2,932.92	
Milwaukee 46, Wis.			
Stamford, Conn.			
Milwaukee, Wis.			
" 4, "			
Lynchburg, Va.			
Milwaukee 12, Wis.			
Milwaukee, Wis.			
" 2, "			
" 12, "			
" "		1,418.57	
Chicago, 6, Ill.			
Milwaukee 3, Wis.			
" 3, "			
" 3, "			
Norristown, Pa.			
Evanston, Ill.			
Milwaukee 2, Wis.			10.46
" "			
" "			
Pittsburgh 6, Pa.			
Milwaukee 2, Wis.			
" 3, "			
" 3, "			23.10
So. Milwaukee, Wis.			
Elmhurst, Ill.			
Milwaukee 3, Wis.			157.24
" 1, "			
New York 22, N.Y.			
Chicago 30, Ill.			20.40
Milwaukee 17, Wis.			
Chicago 34, Ill.			
Milwaukee 1, Wis.			15.00
" 10 "			
West Allis 14, Wis.			
Milwaukee 1, Wis.		47.78	432.82
" 10 "			67.84
Chicago 6, Ill.		203.20	152.40
Oakland 8, Calif.			
Milwaukee 22, Wis.		4.35	30.00

Soo Line RR
 So. Western Printing Co.
 Standard Elect. Supply
 Standard Manifold Co
 " Oil Co
 State Fdry. & Machine Inc.
 State Sand & Gravel Co
 Motor Vehicle Dept.
 Sterling Bolt Co
 Sterling Spring Water Co.
 Storage Battery Service Co
 Stowers & Co. Inc.
 Superior Welding Supply Co
 Symington Wayne Corp.
 System Auto Parks & Garages Inc
 Tegge Lumber Co
 Tews Lime & Cement Co
 H.W. Theis Co
 Toepfer & Sons Inc.
 Tools & Abrasives Inc.
 Topp Fire Extinguisher Co
 " Oil & Chemical Co
 Towne Refrigeration Inc
 Travelers Insurance Co.
 Triplex Supply Co
 Tri-State Motor Parts Co
 W. S. Tyler Co.

217 N. Plankinton
 2636 S. 32 St.
 1045 N. 5 St.
 333 W. Lake St.
 P.O. Box 2040

 10833 W. Watertown Plank Rd

 363-405 W. Erie St.
 1053 N. 115 St.
 1118 N. Jefferson St.
 5100 W. Good Hope Road
 1623 S. 38th St.
 2 Main Street
 209 E. Mason St.
 1500 W. Bruce St.
 1136 E. North Ave.
 2526 W. North Ave.
 6667 N. Teutonia Ave.
 1506 W. Pierce St.
 1033 N. Hawley Road
 1033 N. Hawley Road
 1720 W. Walnut St
 Group Dept.
 830-834 N. 3rd St.
 603 N. 36th St.

Milwaukee, Wis.
 " 15, Wis
 " 3, "
 Chicago 6, Ill.
 Milwaukee 1, Wis.
 Cedar Grove, Wis.
 Milwaukee 13, Wis
 Madison 2, Wis.
 Chicago 10, Ill.
 Wauwatosa 13, Wis.
 Milwaukee 2, Wis.
 " 18, "
 " 46, "
 Depew, New York
 Milwaukee 2, Wis.
 " 46, "
 " 12, "
 " 5, "
 " 9, "
 " 46, "
 " 1, "
 " 1, "
 " 5, "
 Hartford 15, Conn.
 Milwaukee 3, Wis.
 " 1, "
 Cleveland, Ohio

Actual
 Vouchers
 Payable

Estimated
 Purchase Order
 Outstanding

	60.69
	60.59
35.97	517.66
	118.02
	134.56
	28.47
19.90	106.94
	15.00
	5,000.00

			Actual Vouchers Payable	Estimated Purchase Order Outstanding
Underwood Corp.	P. O. Box 310 Murray Hill St.	New York 16, New York		
United American Metals	2246 W. Hubbard St.	Chicago 12, Ill.		
United States Steel Supply Div.	P. O. Box 2045	Milwaukee 1, Wis.		
Universal Safety Equip. Co.	5115 W. Diversey Ave.	Chicago 39, Ill.		
Urban Millwork & Lumber Co., Inc.	4010 So. Pine Ave.	Milwaukee 7, Wis.		70.00
Viking Welding Supply Co.	1230 No. 70th St.	" " "	164.70	8.00
Arthur Wagner Co.	1436-38 W. Randolph St.	Chicago 7, Ill.		475.00
Walkers Pest Control	903 E. Juneau Ave.	Milwaukee 2, Wis.		25.00
A. H. Weber Co.	1133 No. Water St.	" " "		191.73
Wesley Steel Treating Co.	1321-1403 W. Pierce St.	" 4 "		15.00
H. H. West Co.	628 No. Water St.	" 2 "	27.86	98.46
Western Iron Stores	101-103 W. Capitol Drive	" 1 "		
Western Union Telegraph Co.	318 E. Wisconsin Ave.	" 2 "		6.00
Westinghouse Electric Corp.	P. O. Box 146	Pittsburgh 30, Penn.		
" Appliance Sales	1600 W. Cornell	Milwaukee, Wis.		
" Electric Supply Co.	546 No. Broadway	" " "	42.34	1,323.45
Edwin L. Wiegand Company	2500 Thomas Blvd.	Pittsburgh, Penn.		
C. T. Williamson Co., Inc.	1 Montgomery St.	Belleville 9, New Jersey		
Wisconsin Bearing Co.	1310 So. 43rd st.	Milwaukee 14, Wis.		6.39
" Bolt & Nut Co., Inc.	1125 W. National Ave.	" 4 "		88.80
Wisconsin Dept. of Taxation-Motor	Fuel Tax Division	Madison, Wisconsin		
" Electric Power Co.	231 W. Michigan St.	Milwaukee 1, Wis.	5,610.57	2,805.28
" Paper & Prods. Co.	121 No. Broadway	" 2 "	64.35	
" Plumbing & Htg. Supply	822 So. 2nd St.	" 4 "		
" Telephone Company	740 No. Broadway	" 2 "		125.00
" Textile Corp.	5300 W. Lincoln Drive	" 19 "		
" Valve Repair	P. O. Box 321	Cedarburg, Wisconsin		261.24
B. S. Wisniewski Co.	1801 So. 2nd St.	Milwaukee 4, Wis.		
Worden-Allen Company	P. O. Box 2057	" 1 "		
Worklon, Inc.	253 W. 28th St.	New York 1, New York		
Wrought Washer Mfg. Co.	2100 So. Bay St.	Milwaukee 7, Wis.		
Yule Truck Lines, Inc.	701 W. Cleveland Ave.	" 15, "		
Ziffirin Truck Lines, Inc.	1120 So. Division St.	Indianapolis 6, Indiana		
Acme Transfer & Trucking Co.	1471 W. Fond du Lac Ave.	Milwaukee 5, Wis.	15.18	
The Arabol Mfg. Company	1829 So. 54th Ave.	Cicero 50, Ill.	19.75	43.91
Clyde E. Dalrymple Company	324 E. Wisconsin Ave.	Milwaukee 2, Wis.	2.89	
Anthony Hudy	3412 W. Central Ave.	Hales Corners, Wis.	36.19	
Joliet Equipment Corp.	P. O. Box 1078	Joliet, Ill.	330.00	
City of Milwaukee - Health Dept.	Rm. 112 Municipal Bldg.	Milwaukee 2, Wis.	11.00	6.00
The Milwaukee Journal	W. State Street	Milwaukee 1, Wis.	106.40	
Mine Safety Appliances Co.	201 No. Braddock Ave.	Pittsburgh 8, Penn.	3.58	
L. P. Paulson	1024 No. Jackson St.	Milwaukee 2, Wisconsin	63.70	
Shell Oil Company	624 So. Michigan	Chicago 5, Ill.	(6.00)	
Eli Simos	231 W. Wisconsin Ave.	Milwaukee, Wis.	67.50	
Sovereign Pocahontas Co.	P. O. Box 297	Bluefield, W. Va.	499.80	

			Actual Vouchers Payable	Estimated Purchase Order Outstanding
Sherwin Corp.	155 E. Silver Spring Drive	Milwaukee 17, Wis.		4.88
Collinite Chemical Co.	1520 Lincoln Ave.	Utica, New York		26.55
Harold T. Illing Co., Inc.	4200 W. Monarch Pl.	Milwaukee, Wis.		105.07
Hills-McCanna Co.	3025 N. Western Ave.	Chicago 18, Ill.		79.50
Interstate Supply Equip. Co.	646 W. Virginia St.	Milwaukee 4, Wis.		1,692.94
Leeds & Northrup Co.	828 No. Broadway	Milwaukee 2, Wis.		10.20
Grinnell Co.	1819 W. St. Paul Ave.	" "		10.00
Truck Crane Service	730 W. Armour Ave.	" "		2,000.00
Price Erecting	3402 W. Pierce	" " "		137.50
Edin L. Wiegard Co.	531 W. Wisconsin Ave.	" "		32.00
Vulcan Lead Products Co.	1545 W. Pierce St.	" "		8.97
Prehler Elec. Insulation Co.	3379 No. Greenbay Ave.	" "		34.41
Otis Erecting Co., Inc.	4106 No. 15th St.	" "		800.00
Morman Belting & Supply Co.	4275 No. 35th St.	" "		22.27
J. A. Sexauer	2420 No. 74th St.	Wauwatosa, Wisconsin		53.46
J. J. Gibbons Co.	1100 Lower Ridgeway	Elm Grove, Wisconsin		98.25
Marquardt Bros. Waterproofing Co.	2848 No. Pierce Street	Milwaukee 12, Wis.		1,559.00
Nordberg Mg. Co.	3073 So. Chase Ave.	" 7 "		27.50
Fruehauf Trailer Co.	730 So. 1st St.	" 4 "		135.00
Donald E. Riley Co.	2250 No. 56th St.	" 8 "		246.40
Acme Disposal Service Company	1528 W. Pierce St.	" "		25.00
L. S. Starrett Co.	109 Crescent St.	Athal, Mass.		16.80
Best Block Company	W140 N5998 Lilly Road	Milwaukee, Wis.		11.25
Schutte & Koerting Co.	2235 State Road,	Bucks County, Penn.		139.00
Baldwin-Lima Hamilton Corp.	Industrial Equip. Div.	Philadelphia 42, Penn.		240.00
Masons #8 Vacation Fund	721 No. Water Street-M&I Bank	Milwaukee, Wis.		
Building Trades United Pension Trust Fund - P. O. Box 1312		" "		23.00
Construction Industry Welfare Fund - Home Savings Bank 2200 No. 3rd St.		" "		23.00
Sangamo Electric Co.	11th St. & Converge Ave.	Springfield, Ill.		30.00
Awe Awning Co.	2510 So. Kinnic Kinnic Ave.	Milwaukee 7, Wis.		90.00
La Tona Office Equipment	6223 W. Forest Home Ave.	" "		20.00
Ed Goldbeck	P. O. Box 2049	" "		13.00
Felix Malinowski	2941 So. 7th St.	" 4 "		160.34
Travis Powell	311 E. Greenfield Ave.	" 4 "		60.00
General Electric Co.	940 W. St. Paul Ave.	" "		207.00
United Pocahontas Coal Co.		Crumpler, W. Va.		28,586.83
Pickands, Mather & Co. (Coal)	332 So. Michigan Ave.	Chicago 24, Ill.		26,742.30
" " " " (Boat Frt)	" " " "	" " "		8,128.01

MILWAUKEE SOLVAY COKE COMPANY

Accrued Works Payroll as per detailed payroll records	73,341.73
Accrued Vacation Payroll Allowance as per detailed records	157,313.50
Pickands, Mather & Co. (Accrued Coke Commission)	34,969.18
Employee Payments U. S. Savings Bond Pledges	2,404.52
Employees Community Fund Contribution	208.42
Employees Refund Account - Income on dispensing machines - Due Employees	557.50
Internal Revenue Service (F.I.C.A.) - Employee and Employer	10,242.58
Industrial Commission of Wisconsin (Wisconsin Unemployment)	5,783.20
Internal Revenue Service (Federal Unemployment)	6,723.65
Wisconsin Department of Taxation (Employees State Tax Withheld)	4,111.44
Internal Revenue Service (Employees Federal Tax Withheld)	21,140.65

() Denotes Debit Balance

Buy CC 692895
MILWAUKEE SOLVAY COKE COMPANY, INC.

L I-A-2 Assignment of Accounts Receivable from Milwaukee Solvay
Coke Company to Wisconsin Coke Company, Inc.

June 1, 1962

(b) Bill of Sale from Milwaukee Solvay Coke Company to Wisconsin
Coke Company, Inc., covering certain tangible and intangible
Property.

June 1, 1962

(c) "Financial Statement" of amounts transferred from Milwaukee
Solvay Coke Company, Inc.

June 1, 1962

NOTED

DATE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT MILWAUKEE SOLVAY COKE COMPANY, a Wisconsin corporation, pursuant to a Purchase Agreement dated June 1, 1962, and for good and valuable consideration, has granted, sold, transferred and delivered, and by these presents does hereby grant, sell, transfer and deliver unto WISCONSIN COKE COMPANY, INC., a Wisconsin corporation, all the personal property, both tangible and intangible, of whatsoever nature and description, wherever situated, owned by Milwaukee Solvay Coke Company on the date hereof, except the following described property (hereinafter called the "Excepted Assets"):

- (i) Cash, whether deposited in bank accounts or otherwise held;
- (ii) Stocks, bonds and other securities;
- (iii) Prepaid expenses, other than those arising out of payments for insurance policies being assigned by separate instrument;
- (iv) Claims for refunds of federal and state taxes for periods prior to the date hereof, and
- (v) Claims for refunds or rebates of charges paid to gas utilities for gas utility service rendered prior to the date hereof;

it being intended, without limiting the generality of the foregoing, that the personal property granted, sold, transferred and delivered hereunder shall include, by way of illustration:

All inventories of finished and semi-finished products (including without limitation foundry coke, domestic coke, pea coke, buckwheat coke, breeze, tar, ammonia liquor, benzol, toluol, xylol, naphtha residue, residue, light oil and pyridine); all inventories of raw materials and supplies (including without limitation high volatile, low volatile and anthrafine coal, bunker oil, wash oil and chemicals,

water purification materials, boiler coal, diesel fuel, gasoline and lubricating materials, returnable containers, hardware, electrical supplies, iron and steel, packings and gaskets, pipes and fittings, tools and sundry supplies, refractories, belting, cables, castings, oven spare parts, diesel locomotive spare parts, gears, pinions and pulleys, armature and motor parts, coke screens and lumber); all motor vehicles (including those listed in Exhibit A attached hereto) and office and plant furniture and equipment.

TO HAVE AND TO HOLD, all and singular, the above described goods and chattels to Wisconsin Coke Company, Inc., its successors and assigns, to its and their own use and behoof forever, and Milwaukee Solvay Coke Company does hereby covenant with Wisconsin Coke Company, Inc. that Milwaukee Solvay Coke Company at the time of the execution and delivery hereof is the lawful owner of said goods and chattels, that they are free from all liens and encumbrances, that Milwaukee Solvay Coke Company has good right to sell the same as aforesaid and that it will warrant and defend the same against lawful claims and demands of all persons.

IN WITNESS WHEREOF, Milwaukee Solvay Coke Company has caused this instrument to be executed in its name and on its behalf, and its corporate seal to be hereunto affixed by its duly authorized officers this 1st day of June, 1962.

MILWAUKEE SOLVAY COKE COMPANY

By Albert P. Mueller
Exec. Vice President

ATTEST:

[Signature]
Secretary

EXHIBIT A

<u>ITEM</u>	<u>IDENTIFICATION NO.</u>
1948 International Truck	GRD 214 231 105
1951 International Truck (1½ ton dump)	SD 240-53915
1954 Nash Statesmen	J 7422
1955 Chrysler (four door) Windsor	W 5575867
1956 International Truck	343881 (Ser.No. S-165-11536)
1961 International Truck Model R 192	FA 80102G
1961 International Truck (dump) Model B 160	SB 207985D

ASSIGNMENT OF ACCOUNTS RECEIVABLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, MILWAUKEE SOLVAY COKE COMPANY, a Wisconsin corporation (hereinafter called "Milwaukee Solvay"), pursuant to the Purchase Agreement dated June 1, 1962 (hereinafter called the "Agreement") between Milwaukee Solvay and WISCONSIN COKE COMPANY, INC., a Wisconsin corporation (hereinafter called "Wisconsin"), and in consideration of the payment to Milwaukee Solvay of the purchase price and consideration stated in Section 1.2(b) of the Agreement, has sold, assigned and transferred, and by these presents does hereby sell, assign, and transfer unto Wisconsin all of the accounts receivable owned by Milwaukee Solvay at the date hereof, it being understood and agreed that Wisconsin shall have the right to collect any amounts payable on checks or drafts received in payment of any of said accounts receivable and payable to, or to the order of, the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name and on its behalf and under its corporate seal by its duly authorized officers this 1st day of June, 1962.

MILWAUKEE SOLVAY COKE COMPANY

By Albert P. Mueller
Executive Vice President

ATTEST:

[Signature]
Secretary

MILWAUKEE SOLVAY COKE COMPANY

Final Statement - - June 1, 1962

Amounts transferred from Milwaukee Solvay Coke Company
to Wisconsin Coke Company, Inc. under terms of the
Purchase Agreement dated June 1, 1962, summarized
from attached Balance Sheet:

Assets Purchased (Pursuant to Article One)

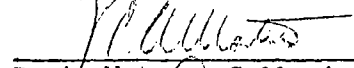
Land (Sec. 1.2(a))		\$ 250,000.00
Improvements to real property (Sec. 1.2(b))		350,000.00
All other assets not described in Article One (Sec. 1.2(h))		116,500.00
Motor vehicles (Sec. 1.2(g))		<u>8,500.00</u>
		\$ 725,000.00
Accounts receivable (Sec. 1.2(c))	\$ 742,478.81	
Reserve for doubtful accounts (Sec. 1.2(c))	<u>3,785.49</u>	738,693.32
Inventories of finished and semi- finished products (Sec. 1.2(d))		1,289,539.45
Inventories of raw materials and supplies (Sec. 1.2(e))		520,449.21
Prepaid expenses (Sec. 1.2(f))		12,060.95
Debit balance in Employers Pension Fund Contribution (Account Number 742)(Sec. 3.4)		<u>48,362.93</u>
Total purchase price		<u>\$3,334,105.86</u>

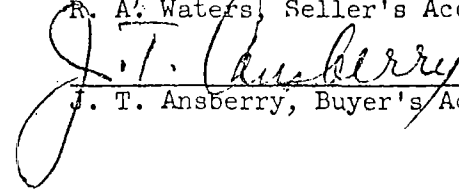
Liabilities Assumed (Pursuant to Article Three)

Current liabilities (Sec. 3.1)	\$ 198,103.42
Section 3.2 liabilities	158,156.51
Accrued real estate, personal property taxes for the year 1962 (Sec. 3.3)	<u>87,311.80</u>
	<u>\$ 443,571.73</u>
Net purchase price	\$2,890,534.13

Less - Payment on date of closing (Sec. 5.1(a))	\$2,800,000.00	
Milwaukee Solvay Coke Company liabilities paid by Buyer -		
Coal accounts payable (Account Number 712)	8,133.02	
Payable to Milwaukee Gas Light Company (Account Number 721)	<u>2,757.15</u>	<u>2,810,890.17</u>
Balance due		<u>\$ 79,643.96</u>

Approved per Sec. 4.2 on June 17, 1962:


R. A. Waters, Seller's Accountant


J. T. Ansberry, Buyer's Accountant

Account
Number

ASSETS

FIXED CAPITAL ASSETS:

501	Land
503	Structures
504	Accessory Power Equipment
505	Accessory Works Equipment
506	Office Equipment
508	Miscellaneous Equipment
509	Laboratory Equipment
510	Fixed Capital Not Classified
507	Transportation Equipment

CURRENT ASSETS:

101	Cash - Marine National Exchange Bank
102	Cash - First Wisconsin National Bank
103	Cash - National Bank of Detroit
111	Cash - Marine National Exchange Bank Pay Roll Account
112	Cash - Marine National Exchange Bank Salary Roll

211	Accounts Receivable Coke - Pickands, Mather & Co.
212	Accounts Receivable Coke - Milwaukee
214	Accounts Receivable - By-Products
218	Accounts Receivable - Employees
219	Accounts Receivable - Miscellaneous
221	Accounts Receivable - Milwaukee Gas Light Company
231	Claim Account

FINISHED AND SEMI-FINISHED PRODUCTS:

301	Coke - All Other
302	Coke - Foundry
313	Coke - Producer Pea
314	Coke - Buckwheat
315	Breeze
321	Tar
322	Ammonia Liquor
323	Benzol
326	Toluol
327	Zylol
330	Naphtha Residue
331	Residue
336	Light Oil

Milwaukee Solvay Coke Company
Dr. Cr.

\$ 525,135.54
1,267,202.72)
154,978.07)
1,593,707.69)
57,030.51)
450,453.44)
7,761.98)
6,654,377.57)
22,464.50

\$10,733,112.02

\$ 494,534.30
970,539.24
296,103.92
5,000.00
3,000.00

\$ 1,769,177.46

\$ 691,808.35
2,129.72
42,367.79
943.69
3,287.25
1,926.73
15.28

\$ 742,478.81

\$ 525,012.50
577,726.50
562.50
1,183.00
130,620.00
27,616.51
11,021.75
7,011.12
2,043.83
885.91
14.19
2,713.19
3,128.45

\$ 1,289,539.45

Wisconsin Coke Company, Inc.
Dr. Cr.

\$ 250,000.00
350,000.00)
116,500.00)

8,500.00

\$ 725,000.00

\$ 691,808.35
2,129.72
42,367.79
943.69
3,287.25
1,926.73
15.28

\$ 742,478.81

\$ 525,012.50
577,726.50
562.50
1,183.00
130,620.00
27,616.51
11,021.75
7,011.12
2,043.83
885.91
14.19
2,713.19
3,128.45

\$ 1,289,539.45

MSC Corpora
Dr.

\$ 275,135.54
9,719,011.98

13,964.50

\$10,008,112.02

\$ 494,534.30
970,539.24
296,103.92
5,000.00
3,000.00

\$ 1,769,177.46

Account
NumberASSETS (Continued)

RAW MATERIALS AND SUPPLIES:

351	Coal - High Volatile in Stock
352	Coal - Low Volatile in Stock
353	Coal - Anthrafine in Stock
355	Coal - Stocking Expense
357	Bunker Oil
361	Wash Oil and Chemicals
362	Water Purification Material
366	Boiler Coal
368	Diesel and Automotive Fuels, Etc.
369	Returnable Containers
371	Hardware
372	Electrical Supplies
373	Iron and Steel
374	Packing and Gaskets
375	Pipe and Fittings
376	Tools and Sundry Supplies
377	Refractories
378	Belting
379	Cable
380	Castings
381	Koppers Oven Spare Parts
382	Diesel Locomotive Spare Parts
383	Gears, Pinions and Pulleys
384	Armatures, Windings, Etc.
385	Coke Screens
386	Lumber

PREPAID AND DEFERRED EXPENSE ACCOUNTS:

401	Prepaid Insurance
402	Insurance Premium Deposits
411	Travel Advances
452	Insurance Premium Deposits Absorbed

LIABILITIES

601	CAPITAL STOCK
611	SURPLUS

Milwaukee Solvay Coke Company
Dr. Cr.

\$ 153,984.15
127,661.98
63,833.30
35,809.52
1,106.31
3,301.27
8,718.24
2,556.52
2,722.70
478.25
5,207.46
13,727.69
11,619.65
1,993.55
19,443.24
1,382.82
29,942.49
922.74
4,312.96
6,225.63
667.76
1,773.12
4,306.39
11,859.16
2,155.54
4,736.77

\$ 520,449.21

\$ 13,831.20
15,627.50
100.00

\$ 7,879.08

\$ 29,558.70

\$ 7,879.08

\$ 3,500,000.00
2,132.833.58

\$ 5,632,833.58

Wisconsin Coke Company, Inc.
Dr. Cr.

\$ 153,984.15
127,661.98
63,833.30
35,809.52
1,106.31
3,301.27
8,718.24
2,556.52
2,722.70
478.25
5,207.46
13,727.69
11,619.65
1,993.55
19,443.24
1,382.82
29,942.49
922.74
4,312.96
6,225.63
667.76
1,773.12
4,306.39
11,859.16
2,155.54
4,736.77

\$ 520,449.21

\$ 11,960.95
100.00

\$ 12,060.95

MSC Corpora
Dr.

\$ 1,870.25
15,627.50

\$ 7,879.08

\$ 17,497.75

\$ 7,879.08

\$ 3,500,000.00
2,132.833.58

\$ 5,632,833.58

Page 02 692895

MILWAUKEE SOLVAY COKE CO.

I-A-12 Application to State of Wisconsin, Office of Secretary of State
to register Trade Name of Milwaukee Solvay Coke Co.

December 11, 1978

(b) Certificate of Registration
Term 20 years.

January 3, 1979

United States of America



State of Wisconsin }
Office of the Secretary of State } ss.

To All To Whom These Presents Shall Come, Greetings:

I, VEL PHILLIPS, Secretary of State of the State of Wisconsin,
do hereby certify that, pursuant to Chapter 132 of the Statutes,

Pickands Mather & Company (Delaware Corp.)

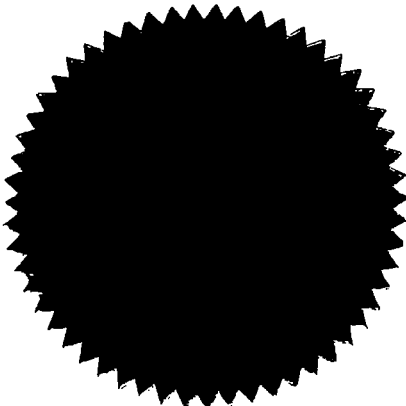
has this day filed for record in this department a statement of adoption of a

tradename, to wit:

" MILWAUKEE SOLVAY COKE CO. "

consisting of the words "Milwaukee Solvay Coke Co." in any form, size, color
or style of lettering; as pertains to manufacture and sale of coke and by-
products.

That said _____ tradename application _____ is recorded as No. 26755
and is
valid for a period of twenty years from the date hereof, unless sooner revoked
for cause.



In Testimony Whereof, I have hereunto set
my hand and affixed my official seal, in the
City of Madison on

JAN 3 1979

Vel Phillips

VEL PHILLIPS
Secretary of State

Please be advised, should there be a transfer of ownership within the twenty year registration period of this trademark(tradename, etc.), an Assignment should be filed with this office. Title to a registration may be assigned by the registrant to another party under Chapter 132.01, Wisconsin Statutes. (Forms for Trademark Assignment may be obtained on request from the office of the Secretary of State, 244 W. Washington Ave., Madison, Wisconsin, 53702.) Assignment fee is \$10.00.

Unless, and until, such an assignment is filled in our office, our records will not show any interest of an Assignee. Renewal registrations must then be issued in the name of the original registrant instead of the new owner.

Paper

STATE OF WISCONSIN
OFFICE OF SECRETARY OF STATEDOUGLAS LAFOLLETTE
Secretary of State

APPLICATION FOR REGISTRATION OF TRADENAME/TRADEMARK/ETC.

1. The applicant Pickands-Mather & Co. who is a (check one only)
(☒) Corporation organized under the laws of the State of Delaware
() Sole Proprietor () Partnership () Other
(see instructions)
is located and doing business at 1100 Superior Avenue
(street address)
City Cleveland State Ohio Zip Code 44114
desires to register a (check one only)
(☒) Tradename () Trademark () Other
(see instructions)
2. This is an (☒) Original Application () Renewal
(The filing fee for an original or renewal is \$10.00)
3. The name/mark/etc. to be registered is: (see instructions)

Milwaukee Solvay Coke Co.

4. Registration has been or will be in bona fide use, in the business of the applicant in Wisconsin, as of May 16 19 62.
5. This registration is appropriated for use in (check one only)
() a class of merchandise () a service (☒) a business.
6. A separate description of the goods, or the type of business the mark or name pertains to is **manufacture and sale of coke and by-products**

State of Ohio
County of Cuyahoga } ss.

I, being duly sworn, state that the facts set forth in this application are true. I understand that this corporation, sole trader or partnership has the right to the use of the above registration, and that no other person or persons, firm, partnership, corporation, association or union of workingmen has such right either in the identical form or in any such near resemblance thereto as may be calculated to deceive, and that the originals, copies, photographs or cuts, counterparts, facsimiles or drawings filed herewith are correct.

Subscribed and sworn to before me this 11th day

of December 19 78

Donna J. Hansen
Notary Public

my commission expires DONNA J. HANSEN, Notary Public
For Cuyahoga County, Ohio

My commission expires July 20, 1980

R. J. O'Brien
Secretary

Titl:

POWER OF ATTORNEY

(To be executed where application is executed by agent or attorney)

The undersigned hereby appoints _____
whose address is _____, City of _____
State of _____, (his), (hers), (its) attorney, to do all things
necessary to lawfully file and register the application appearing on the reverse
side hereof, with full power of substitution and revocation, to make alterations
and amendments therein, to receive the certificate, if issued, and to transact
all business in connection therewith in the office of the Secretary of State of
the State of Wisconsin.

Dated: _____

In presence of: _____

witness

witness

No. _____

STATEMENT AND AFFIDAVIT
OF TRADEMARK, ETC.

OFFICE USE ONLY

not applicable

By cc 692895

MILWAUKEE SOLVAY COKE COMPANY, INC.

II-B-8

Assignment of various insurance policies from Milwaukee Solvay Coke Company to Wisconsin Coke Company, Inc.

June 1, 1962

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, MILWAUKEE SOLVAY COKE COMPANY, a Wisconsin corporation (hereinafter called "Milwaukee Solvay"), subject to and in accordance with the Purchase Agreement dated June 1, 1962 between Milwaukee Solvay and WISCONSIN COKE COMPANY, INC., a Wisconsin corporation (hereinafter called "Wisconsin"), and for the considerations stated in said Purchase Agreement, hereby assigns to Wisconsin all right, title and interest of Milwaukee Solvay in and to the insurance policies of Milwaukee Solvay described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name and on its behalf and under its corporate seal by its duly authorized officers this 1st day of June, 1962.

MILWAUKEE SOLVAY COKE COMPANY

By Albert P. Mueller
EXEC. Vice President

Attest J. H. Haffner
Secretary

EXHIBIT A

- (A) Property damage, building and contents (excluding rigs and bridges) - fire, extended coverage, vandalism and malicious mischief:

	<u>Policy No.</u>
National Fire Insurance Company of Hartford	501526
Home Insurance Company	7145
St. Paul Fire & Marine Insurance Company	148AA8156
Insurance Company of North America	15X714

- (B) All risk insurance (three unloading rigs and one coal bridge):

Bankers & Shippers Insurance Company of N. Y.	SP 26004
---	----------

- (C) Business interruption insurance (excluding boiler and machinery) - fire, extended coverage, vandalism and malicious mischief insurance):

Home Insurance Company	7055
Insurance Company of North America	23R225
Aetna Insurance Company	034502
National Fire Insurance Company of Hartford	197163

- (D) All risk insurance (coke containers):

Bankers & Shippers Insurance Company of N.Y.	SP26018
--	---------

- (E) Sprinkler Leakage Covering Patterns:

Insurance Company of North America	SL78092
------------------------------------	---------

Buy cc 692892

MILWAUKEE SOLVAY COKE COMPANY, INC.

II-B-7

Assignment of the following insurance policies from Milwaukee Solvay Coke Company to Wisconsin Coke Company, Inc. *(June 1, 1962)*

- (a) Group Policy Number GA-18413 with The Travelers Insurance Company as supplemented and amended by various riders and letter dated July 10, 1957 changing Policy Number to GA-247486.

April 30, 1962

- (b) Group Accidental Death and Dismemberment Policy with The Equitable Life Assurance Society of the United States as amended May 10, 1960.

September 4, 1956

- (c) Group Life Insurance Policy with The Equitable Life Assurance Society of the United States as supplemented and amended.

September 4, 1956

NOTED

DATE

THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES

Attached to and made part of Group policy No. 0234D

Effective date: June 1, 1962

IT IS HEREBY AGREED that all right, interest and obligation of
MILWAUKEE SOLVAY COKE COMPANY in and under said policy is as of this
date assumed by MILWAUKEE SOLVAY COKE COMPANY, INC.

New York, July 24, 1962

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

Gordon K. Smith Secretary

James L. Oates, Jr. President

J. E. Klein
Assistant Registrar

Agreed to by the Employer:

MILWAUKEE SOLVAY COKE COMPANY, INC.

By *H. P. Gottschalk*
Signature of Employer

Title *Assistant Treas.*

Amendment No. 2

THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES

Attached to and made part of Group policy No. 0234

Effective date: June 1, 1962

IT IS HEREBY AGREED that all right, interest and obligation of
MILWAUKEE SOLVAY COKE COMPANY in and under said policy is as of
this date assumed by MILWAUKEE SOLVAY COKE COMPANY, INC.

New York, July 23, 1962

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

Gordon K. Smith Secretary

James L. Oates, Jr. President

J. Elkin
Assistant Registrar

Agreed to by the Employer:

MILWAUKEE SOLVAY COKE COMPANY, INC.
Signature of Employer

By *K. P. Gottschall*

Title *Assistant Treasurer*

Amendment No. 2

This form is not to be issued in amending any PRINTED part of any policy other than parts governing the Employees to be insured and amounts of insurance.

RIDER to be attached to and form a part of Group **Accident and Sickness**
Policy No. G **A-247486** issued by The Travelers Insurance Company, Hartford,
Connecticut, to

MILWAUKEE SOLVAY COKE COMPANY

Notice is hereby acknowledged by the Company that **Wisconsin Coke Company, Inc.** - - -
- - - - -
will conduct the business formerly conducted by **Milwaukee Solvay Coke Company;** - - - - -
- - - - -
in consideration whereof it is hereby agreed that said **Wisconsin Coke Company, Inc.** - - - - -
- - - - -
shall assume the rights and obligations of said **Milwaukee Solvay Coke Company** - - - - -
- - - - -
under said policy and said policy shall continue in full force and effect.

Nothing herein contained shall be held to alter, vary or affect any of the terms, provisions or conditions of said policy other than as above stated.

This rider shall be effective as of **June 1, 1962.**

Dated at Hartford, Connecticut on this day, **June 8, 1962.**

MILWAUKEE SOLVAY COKE COMPANY

New name - **MSC CORPORATION**

By *[Signature]*

THE TRAVELERS INSURANCE COMPANY

P. H. Mulaher
Department Secretary

Official Title *[Signature]*

B. B. [Signature]

Policy Registrar

WISCONSIN COKE COMPANY, INC.

By *H. P. Gottschall*

Official Title *Asst. Treasurer*

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Milwaukee Solvay Coke Company, a Wisconsin corporation, for good and valuable consideration, does hereby sell, assign and transfer unto Wisconsin Coke Company, Inc., a Wisconsin corporation, all of its rights, title and interest in and to the following described policies of insurance:

- (1) Agreement dated April 30, 1952 between The Travelers Insurance Company and Milwaukee Solvay Coke Company (Group Policy Number GA-18413) as supplemented and amended by Rider No. 1 dated April 21, 1952, by Rider No. 2 dated November 15, 1956, by letter dated July 10, 1957 (changing policy number from GA-18413 to GA-247486), by Rider No. 4 dated January 16, 1959, by Rider dated May 16, 1961, and by Rider No. 6 dated July 19, 1961.
- (2) Group Accidental Death and Dismemberment Policy issued by The Equitable Life Assurance Society of the United States executed September 4, 1956, as amended by Agreement dated May 10, 1960, between The Equitable Life Assurance Society of the United States and Milwaukee Solvay Coke Company.
- (3) Group Life Insurance Policy issued by The Equitable Life Assurance Society of the United States executed September 4, 1956, as supplemented and amended by agreements dated May 29, 1958 and May 10, 1960 between The Equitable Life Assurance Society of the United States and Milwaukee Solvay Coke Company, and by notice issued by The Equitable Life Assurance Society of the United States dated December 9, 1960.

IN WITNESS WHEREOF Milwaukee Solvay Coke Company has caused this instrument to be executed in its name and on its behalf and

under its corporate seal by its duly authorized officers this 1st
day of June 1962.

MILWAUKEE SOLVAY COKE COMPANY

By Albert P. Mueller
EXEC. Vice President

ATTEST:

J. Haffner
Secretary

MILWAUKEE SOLVAY COKE COMPANY, INC.

II-A-8 Lease from Charles M. Thompson, as Trustee for the property of Chicago and North Western Railway Company to Milwaukee Solvay Coke Company covering water intake pipes.

Term: to March 1, 1948

April 6, 1943

(b) Extension to above to February 28, 1963.

April 2, 1958

(c) Assignment of the above lease to Wisconsin Coke Company, Inc.

June 1, 1962

(d) Agreement extending the above lease to March 1, 1968.

Jan. 28, 1963
Reported 2/15/63

(e) Agreement between Chicago and North Western Railway Company, Milwaukee Solvay and Manganese Chemicals wherein the Railway consents to the merger between Milwaukee and Manganese and accepts Manganese as the successor to Milwaukee under above agreement dated
(1) April 6, 1943

Feb. 18, 1964

(f) Agreement between Chicago and North Western Railway Company, Manganese Chemicals Corporation, and Pickands Mather & Co. assigning above lease from Manganese Chemicals to Pickands Mather & Co.

May 27, 1966

(g) Extension of above lease to March 1, 1973.
Rental: \$35.00

Dec. 7, 1967

(h) Extension of (a) above to Mar. 1, 1978

Dec. 4, 1972

(i) Extension of (a) above from March 1, 1978 to March 1, 1979 and year to year thereafter unless terminated.

Jan. 1, 1978

(j) Extension of (a) above with Chicago and North Western Transportation Company
Dated: January 3, 1983
Purpose: Extend term for five years from March 1, 1983 to March 1, 1988 and increase rental to \$60 annually plus taxes.

See Cover 2

DOCUMENT HISTORY

Recorded 1-19-87
Calendar Feb. 1988
Copies: Related from Calendar Application
Lake Superior
Canada
Stockholders
Records:
Digest
Fee Owner Card

*Original microfiche, then destroyed.
Reproduced from microfiche documents*

COVER 2

MILWAUKEE SOLVAY COKE COMPANY, INC.

- II-A-8 (k) Letter of Termination
Dated: February 24, 1984
By and Between: PM & Co. and Chicago and North Western
Transportation Company
Purpose: Termination of Lease Agreement in (a) above.
Effective: March 26, 1984
- (l) Lease No. 87740
Dated: 04/04/85
To: Wisconsin Wrecking Co.
From: Chicago and North Western Transportation Company
Property: Certain real estate in Milwaukee, Wisconsin to
be used exclusively for water intake pipes.
Consideration: \$100.00 per year
Effective: 03/01/84
Term: 03/01/89
(This lease supersedes and terminates Lease No. 49910,
(a) above).

OFFER TO LEASE

LEASE NO. 87740
PRIOR LEASE NO. 49910Chicago and North Western Transportation Company
~~XXXXXX~~ One North Western Center
Chicago, Illinois 60606

Attention: Real Estate Department

Gentlemen:

On this 4th day of April, 19 85

LESSEE

NAME OF LESSEE Wisconsin Wrecking Co.
(indicate if corporation, partnership, company, or individual)STREET ADDRESS 8233 S. 100th Street
CITY Franklin STATE Wisconsin ZIP 53132

LESSOR

(hereinafter called "Lessee") hereby offers and agrees to lease from the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, whose address is shown above, (hereinafter called "Lessor") the real estate (hereinafter called "the premises") of Lessor situated in or near the City XXXXX of Milwaukee County of Milwaukee and State of Wisconsin shown outlined in yellow on the map marked "Exhibit A"

LOCATION

TERM

attached hereto and made a part hereof, for and during the term of Five (5) year(s), beginning March 1, 1984 unless terminated sooner as provided herein.

Upon acceptance by Lessor of Lessee's OFFER TO LEASE, said OFFER TO LEASE shall become a lease binding upon the parties hereto.

This lease is made upon the following express covenants and agreements, each of which is made an express condition hereof:

RENT

1. Lessee covenants and agrees to pay Lessor as rent for the premises the sum of One Hundred And NO/100 (\$100.00) Dollars per Annum payable Annually in advance, the first payment of which is due with the submitting of this OFFER TO

REFUND

LEASE by Lessee. Any payment of unearned rental will be refunded if this OFFER TO LEASE is not accepted by Lessor within 120 days from

PURPOSE

2. The premises shall be used exclusively for the following purpose(s): water intake pipes only-----

Lessee agrees to handle only such articles as are appropriate to this type of business, occupancy or use.

TAXES

3. (a) Lessee shall pay all real estate taxes or other charges applicable to or assessed against the Lessee, the premises, the business conducted thereon, and the improvements placed thereon for each year of the term of this lease even though such taxes or charges may not become due and payable until after the expiration or termination of this lease. The general taxes for the year in which the term of this lease shall commence shall be prorated from January 1st to the date on which the term of this lease commences. If Lessor shall terminate this lease during the term hereof for any reason, the general taxes for the year in which the lease is so terminated shall be prorated from January 1st to the date on which Lessee shall deliver possession of the premises to Lessor. If Lessee shall terminate this lease during the term hereof for any reason, the general taxes for the full year in which the lease is so terminated shall be paid by Lessee. Final tax payments will be computed on the basis of the most recent tax bill.

(b) If any such taxes or charges shall have been paid by Lessor, Lessee agrees to reimburse Lessor within 20 days after presentation of a bill therefor. In default of such reimbursements, all sums so paid by Lessor shall be deemed an addition to rent and recoverable as such.

SPECIAL ASSESSMENTS

(c) In the event the premises or any part thereof shall be subject to any special assessment or special tax for public improvement in an amount of \$300.00 or more, the rental herein reserved and stipulated to be paid by Lessee shall be increased by 10% per annum of the amount of such special assessment or special tax. If said special assessment or special tax for public improvement shall be less than \$300.00, Lessee agrees to reimburse Lessor the total cost of such assessment within 20 days after presentation of a bill therefor. In default of such reimbursement, all sums so paid by Lessor shall be deemed an addition to rent and recoverable as such.

LEARANCES

4. If the premises encompass an industry track then no excavations, buildings, structures, or obstructions of any kind shall be placed or erected nearer than 8.5 feet on straight track, 9.0 feet on curved track of less than 10 degrees, or 9.5 feet on curved track of 10 degrees or more, laterally of the track center line. No building or structure on the premises shall have a swinging door, window, or other device opening or swinging toward any railroad track, which, when open or extended toward the track, will be within said distances to the track.

DVERTISING SIGN RESTRICTION

5. Lessee shall not post, paint, or place, or permit others to post, paint, or place on the premises any advertisement or sign not related directly to Lessee's business.

ORDINANCES AND LAWS

6. Lessee shall maintain and use the premises and buildings and structures thereon in accordance with the requirements of all local ordinances, state and federal laws.

Lessee shall bear all cost and expense arising from compliance with said ordinances, laws, rules, or regulations, and shall indemnify and save harmless Lessor from all liability, including without limitation, fines, forfeitures, and penalties arising in connection with the failure by Lessee to comply with such ordinances, laws, rules, or regulations.

LOCATION OF UTILITIES OR FACILITIES

7. Lessee accepts the premises subject to rights of any party, including Lessor, in and to any existing conduits, sewers, waterlines, gas lines, power lines, drainage facilities, telephone, telegraph, or other wires, and poles and utilities or facilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this lease Lessee shall bear and pay that cost.

ROADWAYS

8. Lessee accepts the premises subject to rights of any party, including Lessor, in and to any existing roadways, easements, permits, or licenses. Lessee agrees to provide to Lessor, and other tenants grantees and permittees of Lessor, access over and through premises on these existing roadways should such access be deemed necessary by Lessor. Lessee further agrees that Lessor shall not be responsible for the care or maintenance of said roadways.

CCESS

LESSOR'S TITLE

9. Lessor makes no covenant for quiet enjoyment of the premises. Lessee assumes any damages Lessee may sustain as a result of, or in connection with, any want or failure at any time of Lessor's title to the premises.

INDEMNIFICATION

10. (a) Lessee accepts this lease of the premises with knowledge of the existence of railroad tracks upon or in the vicinity of the premises and of all the risks of damage or injury which might or could occur to properties or persons upon or in the vicinity of the premises, from or in connection with the operation of railway equipment, or from or in connection with the operation, use, maintenance, or improvement of said tracks. It is therefore agreed, as one of the material considerations of this lease and without which this lease would not be granted, that Lessee assumes such risks and agrees to indemnify and hold harmless Lessor from and against any and all liability and expenses whatsoever, (to the extent permitted by law), for bodily injury or death, including without limitation, injury or death to agents, employees, servants, invitees of the Lessor or Lessee, or loss or damage to the property of the Lessor, or Lessee, their agents, employees, servants or invitees, and to the person or property of any other person or corporation, however arising directly or indirectly out of the occupancy of, presence on, or use of said leased premises or any structures thereon (including their construction, maintenance, repair, reconstruction or removal) by Lessee, its employees, agents, or invitees, regardless of the negligence of Lessor.

Notice to or knowledge by the Lessor of any act or omission by the Lessee which is or might be a breach by the Lessee of any of the terms or conditions of this Lease to be performed by the Lessee, and the acquiescence by the Lessor in or to such act or omission, shall neither be considered to relieve the Lessee of any obligation assumed by it under this paragraph nor be considered to be a waiver or release by the Lessor of any rights granted to it under this paragraph.

(b) Lessee further agrees that if in any case the release and indemnity provided in this Section 10 shall not be valid, Lessor shall in such case have the full benefit of any insurance effected by Lessee upon the property injured, destroyed, or damaged and/or against the hazard involved.

INSURANCE

11. Lessee agrees to have all insurance policies issued to it, or for or upon Lessee's account, covering any injuries to persons or any loss or damage to property so written that the insurer shall have no claim or recourse of any kind whatsoever against Lessor or the premises.

TERMINATION

ORIGINAL 1

LIENS

HOLD-OVER

EMINENT-DOMAIN

CAUSES FOR BREACH TERMINATION

RE-ENTRY

WAIVER OF REMEDIES

NO ASSIGNMENT RIGHTS ARE CUMULATIVE

NOTICES

ENTIRE AGREEMENT RENTAL REVIEW RAIL SERVICE JOINT OBLIGATION

MAINTENANCE AND UTILITIES

SNOW DRAINAGE

12. Lessee agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon the premises or any part thereof and, in case of any such lien attaching, to immediately pay off and remove the same. It is further agreed by the parties hereto that Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or to be placed upon Lessor's title or interest in the premises, and any and all liens and encumbrances created or suffered by Lessee shall attach only to Lessee's interest.

13. It is further agreed that in case Lessee, with the consent of Lessor, holds possession of the premises beyond the term of this lease, such action of the parties shall have the effect of extending the term of this lease on a month-to-month basis, subject in all respects to all of the terms, conditions, covenants and agreements of this lease, including all rights of termination in all respects as herein provided.

14. If the whole or any part of the premises shall be taken or condemned by any competent Authority for any public use or purpose this lease shall, as to the part so taken, terminate as of the date when taken or required for such use or purpose. Rent shall abate proportionately as to the part so taken, or shall cease if all of the premises be so taken. The entire amount of damages or compensation payable or paid for the part taken and for the remainder, if any, shall be paid to and retained by Lessor as its own property without apportionment. Lessee hereby assigns to Lessor any claim which Lessee would have to such damages. Lessee shall look solely to said Authority for any compensation or damages on account of damage to Lessee's leasehold interest, Lessee's business interests, Lessee's cost and expense of removing Lessee's personal property from the premises, and for the cost and expense of moving any building or other structure placed upon the premises by Lessee and which Lessee would have the right to remove as a lessee of the premises.

15. It is agreed that if Lessee defaults in any of Lessee's undertakings in this Lease, then such event or action shall be deemed to constitute a breach of this lease and this lease shall cease and determine.

16. Either party may at any time terminate this lease by giving 30 days' written notice of its intention to do so.
(a) Upon the termination of this lease by any manner, means, or contingency whatsoever, Lessee shall without further notice or demand deliver possession of the premises to Lessor in as good condition as when entered upon. Lessee hereby agrees to remove all buildings, structures, foundations, footings, materials, signs, debris, or any other articles, structures or facilities owned by Lessee or permitted to be placed on the premises by Lessee before the termination of this lease. Upon any such termination if rent shall have been paid in advance Lessor shall refund to Lessee the unearned portion thereof for the period extending beyond such date of termination, provided the premises has been cleared by Lessee in manner satisfactory to Lessor, normal wear and tear excepted.
(b) If Lessee shall fail to so remove such property, such failure shall constitute an abandonment of such property and title thereto shall pass to Lessor immediately, if Lessor so elects, without any cost either by set-off, credit allowance, or otherwise. Lessor may retain, tear down, remove, or sell such property, or any part thereof, without any liability for damage therefor in any respect whatsoever and Lessee shall promptly pay Lessor for any and all expenses incurred by Lessor in tearing down, removing, or selling such property.

17. If Lessee shall breach or default in any of the terms of this lease, or if this lease shall expire or terminate in any manner, it shall be lawful for Lessor then or at any time thereafter to re-enter the premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession. However, Lessee shall have the right to remove certain of Lessee's properties as herein provided.

18. (a) No waiver of any default of Lessee shall be implied from omission by Lessor to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time, and to the extent therein stated. No receipt of money by Lessor from Lessee (1) after any default by Lessee, (2) after the termination of this lease, (3) after the service of any notice or demand or after the commencement of any suit, or (4) after final judgment for possession of the premises, shall waive such default or reinstate, continue, or extend the term of this lease or affect in any way any such notice or suit, as the case may be.
(b) The erection of buildings or other improvements on the premises shall not constitute a waiver or affect in any way the right of either party to terminate this lease.

19. Any sale, assignment, transfer, or underletting of this lease by Lessee without the previous written consent of Lessor shall be void. No act of Lessor, including acceptance of money by Lessor from any other party, shall constitute a waiver of this provision.

20. All rights and remedies of Lessor shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

21. All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other by the terms of this lease or any statute shall be in writing. They shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid to Lessor or Lessee at the respective address first above shown. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the first business day after deposit in the U.S. Mail.

22. All of the representations and obligations of Lessor are contained herein. No modification, waiver, or amendment of this lease, or any of its terms, shall be binding upon Lessor unless it is in writing and signed by a duly authorized Officer of the Lessor.

23. Lessor reserves the right to review and revise the rent applicable to this lease upon (1) any change in usage of the premises, (2) any extension of the lease term, (3) any assignment of the lease, or (4) any subletting of the whole or any part of the premises.

24. Lessor makes no warranties or representations, expressed or implied, as to continued rail service to the premises.

25. In the event that Lessee embraces two or more individuals or corporations, the covenants and agreements herein contained shall be the joint and several obligations of each of such persons or corporations.

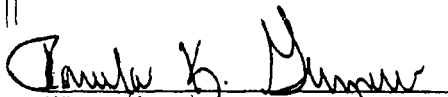
26. Lessee has examined and knows the conditions of the premises and shall enter upon and take the same in their condition at the commencement of the term of this lease. Lessee will at its own cost and expense make any necessary alterations required; however, no alterations shall be made without the consent of Lessor. Lessor will not install, supply or maintain utilities to the said premises.

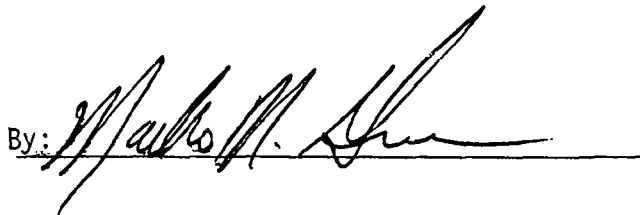
27. Lessee agrees he will not dump any snow on Lessor's adjoining land nor adversely alter in any way the drainage of either the premises or Lessor's adjoining land.

28. In the event any of the terms or provisions of this agreement have been carried out or performed prior to the date of execution hereof, or if Lessee has occupied the premises prior to Lessor's acceptance of this OFFER TO LEASE, it is understood and agreed that this OFFER TO LEASE shall nevertheless be of the same force and effect as though same has been executed by the parties prior to such performance or occupancy.

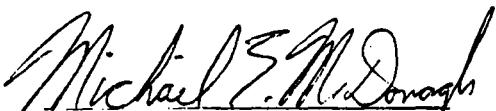
29. This lease supersedes and terminates Lease No. 49910, dated April 6, 1943.—

WISCONSIN WRECKING CO.

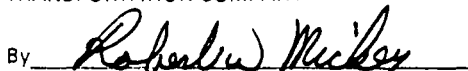

Witness (Attest)

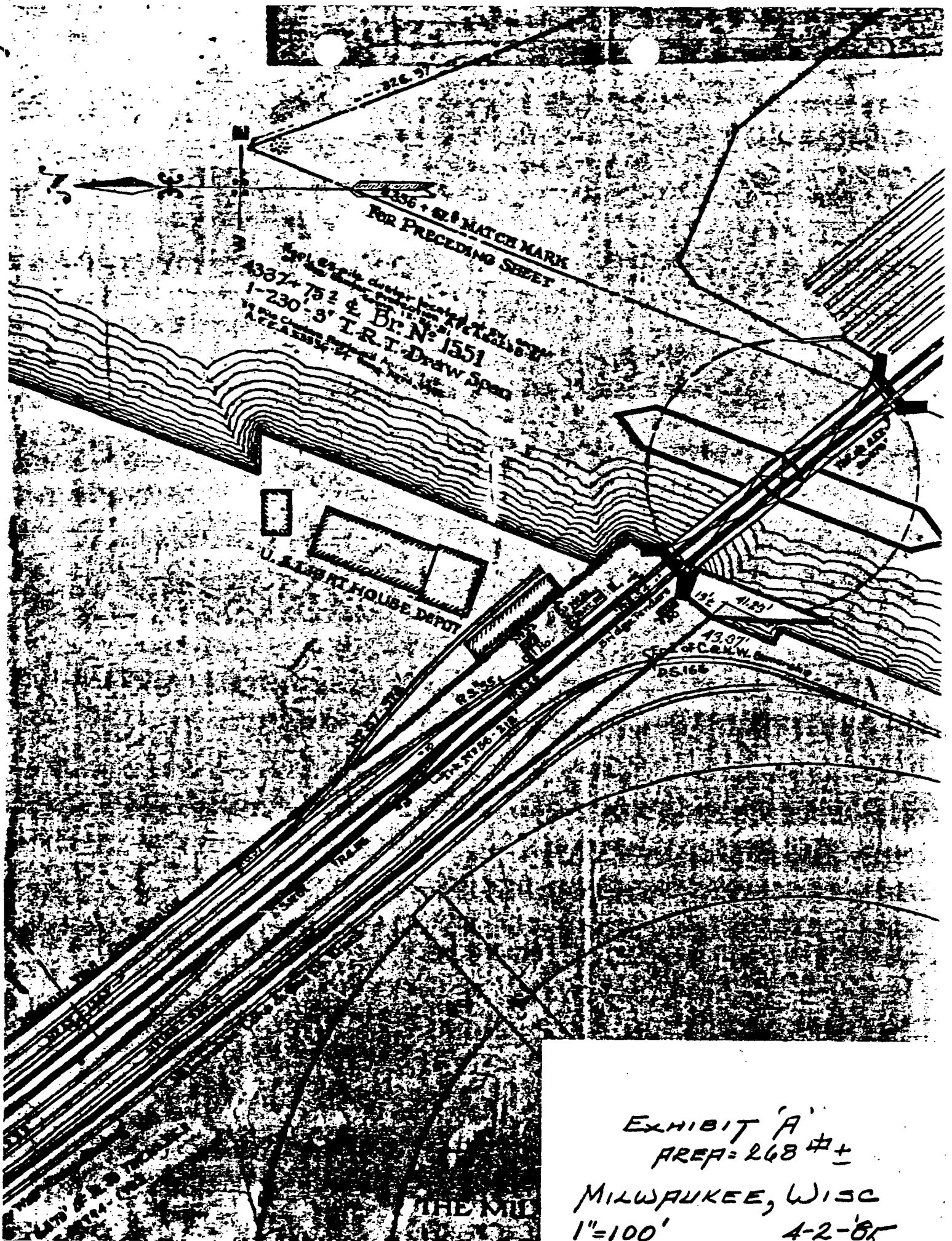
By: 

This OFFER TO LEASE is hereby accepted by Lessor on this _____ day of _____, 19____, in accordance with the covenants, terms and conditions herein provided.


Witness (Attest)

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: 
Vice President



Pickands Mather

Pickands Mather & Co.
1100 Superior Avenue
Cleveland OH 44114



February 24, 1984

Mr. Michael E. McDonagh
Manager of Leases
Real Estate and Industrial
Development Department
Chicago and North Western Transportation Company
One North Western Center
Chicago, Illinois 60606

Dear Mr. McDonagh:

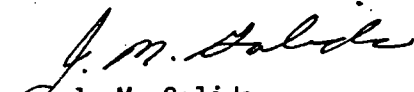
The Lease Agreement dated April 6, 1943 between the Milwaukee Solvay Company, predecessor in interest to Pickands Mather & Co., and the Chicago and North Western Transportation Company, covering a 268 square foot parcel used as a site for water intake pipes for the Milwaukee Coke plant, provides in Section Six that either party may terminate the Lease Agreement upon 30 days' written notice.

With Pickands Mather's recent shutdown of its Milwaukee Coke facilities, we wish to give notice of our desire to terminate the above-mentioned Lease Agreement, pursuant to the provisions of Section Six, effective March 26, 1984. We, therefore, are returning your invoice covering the annual rental due March 1, 1984.

If you have any questions or comments, please advise.

Very truly yours,

PICKANDS MATHER & CO.


J. M. Galida

JMG:ray

Provision Ten:

The benefits and obligations of this lease shall extend to and shall bind the heirs, administrators, executors, _____, _____ of the parties hereto; but no interest in this lease shall be assigned, nor said premises, nor any part thereof, sublet or used or occupied by any party other than the Lessee, without the written consent of the Lessor first obtained.

Emery

Looks like we
need consent of
C & NW in order
to assign.

Jan

with the postage thereon prepaid, at the Lessor may serve such notice by posting same in any conspicuous place on said premises. Upon the expiration of thirty days after such service of said notice his lease and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. The Lessee shall without further notice or demand deliver possession of said premises to the Lessor, at the expiration of said thirty (30) days, and shall before the expiration of ten (10) days after said termination of said lease, remove all buildings and property placed upon said premises which it may desire and have the right to remove. If it shall fail to so remove such buildings and property, its right to do so shall, at the option of the Lessor, cease and Lessee's title thereto shall be forfeited and the same shall belong to the Lessor; or in such case, if the Lessor so elects, it may at any time after the expiration of said period of ten (10) days tear down and/or remove any or all such buildings and property at the expense of the Lessee without any liability to damages therefor in any respect whatsoever and the Lessee shall thereupon promptly reimburse the Lessor for all expenses incurred by it in so doing. Upon any such termination of this lease rent shall be paid by the Lessee to the date of termination fixed by said notice, and if rent has been paid in advance the Lessor shall refund to the Lessee the unexpired portion thereof for the period extending beyond such date of termination.

Seventh. And the Lessee, in consideration of the leasing of the said premises as herein provided, hereby covenants and agrees to pay promptly the rent therefor, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Lessee, and to yield up said premises unto the said Lessor at the expiration or termination of this lease in as good condition as when entered upon.

Eighth. If default be made in the payment of the rent hereinafter reserved or of any installment thereof as herein provided, Lessee does hereby irrevocably make, constitute and appoint any attorney of any court of record, to be Lessee's true and lawful attorney for Lessee and in Lessee's name, place and stead, to appear in any court of record in town, town or vacation, at any time or times, after Lessee's appearance, waive the issuance of process and service thereof, and to confess judgment upon said lease, from time to time, in favor of said Lessor, and against Lessee in the amount of rent which may then be due, by authority of the terms of said lease, together with the costs of such proceedings, and reasonable attorney's fees in or about the entering of said judgment, and also to file a cognovit for the total amount thereof with an agreement therein waiving and releasing all errors which may intervene in any such proceeding, and waiving all rights of appeal or writ thereon, and agreeing that no bill or equity shall be filed to interfere with the operation of said judgment or any execution issued thereon, and consenting to an immediate execution on said judgment, thereby satisfying and confirming all that Lessee's said attorney may lawfully do by authority herein.

Ninth. And it is further agreed between the parties hereto, that if the said Lessee shall breach or make default in any of the conditions, or covenants or agreements of this lease, it shall be lawful to the said Lessor then or at any time thereafter to declare this lease ended, and to re-enter said premises and to its possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of 75 days' notice, and it is hereby further agreed and provided that any waiver of any time of a breach of any condition, covenant or agreement of this lease shall extend only to the particular breach so waived, and shall in no manner impair or affect the existence of such condition, covenant or agreement, or the right of the Lessor to thereafter avail itself of same and any subsequent breach thereof.

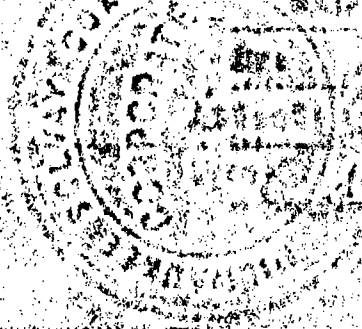
Tenth. The benefits and obligations of this lease shall extend to and shall bind the heirs, administrators, executors, Lessee, successors or assigns of the parties hereto; but no interest in this lease shall be assigned, nor said premises, nor any part thereof, sublet or used or occupied by any party other than the Lessee, without the writ or consent of the Lessor first obtained.

Eleventh. This instrument is executed by, and shall be binding upon, CHARLES M. THOMSON, not as an individual but solely as Trustee of the property of Chicago and North Western Railway Company under authority of the Court in certain proceedings under Section 77 of the Bankruptcy Act in the District Court of the United States for the Northern District of Illinois, Eastern Division, entitled "In the Matter of Chicago and North Western Railway Company, Debtor" (Docket No 60648).

In Testimony Whereof, The parties hereto have executed these presents the day and year first above written.

CHARLES M. THOMSON, Trustee of the Property of
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
Witness my hand and seal this 15th day of June, 1934.
ATTEST: J. J. COLEMAN, CLERK

Signed, Sealed and Delivered in Presence of



Please use this sheet for comments on
attached letter.

From: R. J. Norwick Date: 1-5-83

Subject: _____

S. B. HAYES

Attached hereto in duplicate is a
Letter Agreement between the Chicago and
North Western Transportation Company and
Pickands Matheis & Co. extending for a period
of five years from March 1, 1983 the lease
dated April 6, 1943, as extended, covering
a 268 square foot parcel used as a site
for water intake pipes for the Milwaukee
Coke Plant. The present rental rate is
\$35 per year plus taxes, and the rate
for the five year extension is \$60
per year plus taxes. Either party under
the lease may surrender upon 30 days written
notice.

Mr. Gonz at the Milwaukee Plant
approves the extension of the Lease Agree-
ment. If the Letter Agreement meets with
your approval, would you please sign both
copies as Vice President of Pickands Matheis
& Co.

Respectfully,

R. J. Norwick

RM:jes
Attachment

CHICAGO AND



TRANSPORTATION COMPANY

Pickands Mather and Company
Box 5311
Milwaukee, WI 53204

REAL ESTATE AND
INDUSTRIAL DEVELOPMENT
DEPARTMENT

DIRECT DIAL NUMBER

312/559-6180

Date: January 3, 1983
Lease No.: 49910
Location: Milwaukee, Wisconsin
Renewal Date: March 1, 1983
Rent: \$60.00 per annum
Plus taxes

Gentlemen:

Your lease is expiring soon and we propose to renew it under the conditions checked below:

☒

The lease will continue in effect from the renewal date shown above for five years, unless terminated earlier by either party on thirty days' written notice.

☒

The revised rent shown above will become effective on the renewal date. This rent has been established by our real estate personnel after a review of information on sales and leases in your area.

☐

As locally assessed taxes are under \$100, they are included in the revised rent.

☐

The revised rent shown above is our net minimum annual rental of \$360. If the figure shown is more than \$360, the difference is accounted for by locally assessed taxes, which we have added to the lease rent billing.

Except as checked above, all other terms of your lease will remain unchanged. We would appreciate you indicating your acceptance of the renewal of your lease by signing and returning a copy of this letter. You may keep the other copy for your files. Your occupation of the premises beyond the renewal date will confirm that you have elected to continue your lease under the above terms.

Please do not forward any rental payment until you receive a bill from us.

Thank you.

Very truly yours,

Michael E. McDonagh
Manager of Leases

ACKNOWLEDGED AND ACCEPTED:

By:

Date: January 10, 1983

CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY

REAL ESTATE DEPARTMENT
Direct Dial Number
312/454-6084

Pickands Hather & Co.
Box 5311
Milwaukee, Wisconsin 53204

DATE: January 1, 1978

YOUR LEASE NO.: 49310

LOCATION: Milwaukee, Wisconsin

RENEWAL DATE: March 1, 1978

PRIOR RENT: \$35 per annum, plus taxes

REVISED RENT: \$35 per annum, plus taxes

Gentlemen:

Your lease is expiring soon and we propose to renew it under the condition(s) checked below:

- ☒ The lease will continue in effect from the RENEWAL DATE shown above for 1 year and thereafter, unless terminated earlier by either party on thirty-days' written notice.
- ☐ The new REVISED RENT shown above will become effective on the above RENEWAL DATE. This REVISED RENT has been established by qualified real estate personnel after a thorough review of information on values which we have developed over more than a decade of actively selling and leasing properties which we did not require for operating purposes.
- ☐ As locally-assessed taxes are under \$100, they are included in the REVISED RENT.
- ☐ As locally-assessed taxes are over \$100, they are not included in the REVISED RENT. They will be billed separately.
- ☐ The REVISED RENT shown above represents our net minimum annual rental of \$200. If the figure shown is more than \$200, the difference is accounted for by locally-assessed taxes, which we have added to the lease rent billing.
- ☐ In order to minimize the handling of leases bearing nominal rents, we are billing such leases on a five-year basis instead of annually. The savings will benefit both you and our Company.

Except as checked above, all other terms of your lease will remain unchanged. We appreciate your indicating your acceptance of the renewal of your lease by signing and returning the original of this letter. In any event, your occupation of the premises beyond the RENEWAL DATE will confirm that you have elected to continue your lease as modified above.

Please do not forward any rental payment until you are billed by our Accounting Department.

Thank you.

Very truly yours,

R. P. Bild

R. P. Bild
Lease Manager

ACKNOWLEDGED AND ACCEPTED:

By *J. Long* Date 1-16-78

Pickands Mather & Co.

1100 Superior Avenue

Cleveland, Ohio 44114

March 29, 1978

Mr. J. R. Lenz
Milwaukee Solvay Coke Co.
P. O. Box 04546
Milwaukee, Wisconsin 53204

Dear Jerry:

Milwaukee Solvay Coke Co. holds a lease dated April 6, 1943, from the Chicago Northwestern Railway Company covering a 268 square foot parcel used as a site for water intake pipes for the Milwaukee Coke plant. The most recent rental rate for this parcel has been \$35 a year plus taxes. The most recent amendment to the lease agreement had extended the term to March 1, 1978. If this parcel is necessary for the coke plant operations, the Chicago Northwestern Railway Company should be contacted for an extension agreement.

Very truly yours,

PICKANDS MATHER & CO.

R. J. Norwick

RJN/ljh

Please use this sheet for comments on
attached letter.

From R. J. H. Date 12/7/72

Subject _____

Worwick

MR. E. HOYT, III

Attached hereto in duplicate is a letter agreement between the Chicago Northwestern Railway Company and Pickands Mather & Co. extending for a period of five years from March 1, 1973 the lease dated April 6, 1943, covering a 268 square foot parcel used as a site for water intake pipes, for the Milwaukee Coke plant. The present rental rate is \$35.00 per year, plus taxes which is continued for the five year extension period. Either party under the Lease may surrender upon 30 days written notice.

If the letter agreement meets with your approval, will Mr. Hoyt please sign both copies as Executive Vice President of Pickands Mather & Co.

Respectfully,

R. J. Worwick

*OK
12/7/72*

6, 1943,
quare
aukee Coke
35 a year
had extended
e coke plant
contacted



**REAL
ESTATE
DEPARTMENT**

400 WEST MADISON STREET • CHICAGO, ILLINOIS 60606 • TELEPHONE: 312/332-1121

Date: December 4, 1972

Lease No.: 49910

Location: Milwaukee, Wisconsin

Expiration Date: March 1, 1973

Present Rental: \$35.00 per annum, or
fraction thereof, plus taxes

Pickands Mather & Company
2000 Union Commerce Building
Cleveland, Ohio 44115

Gentlemen:

This is to inform you that your lease is being extended for a period of FIVE YEARS from the expiration date shown above at its present rental.

The lease will continue in effect under all of the present terms and conditions, including the right by either party to cancel on thirty days' written notice.

We would appreciate you signing and returning a copy of this letter as an indication of your acceptance of this renewal of your lease. However, your occupation of the premises beyond the expiration date shown above will confirm to us that you have elected to continue leasing this site.

Very truly yours,

T. W. Lydon

T. W. Lydon
Manager of Leases

ACKNOWLEDGED AND ACCEPTED:

PICKANDS MATHER & CO.

By *John Thayer*
Executive Vice President

RSR:jan

DO NOT FORWARD ANY RENTAL PAYMENT UNTIL BILLED

RED: L-131

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

400 WEST MADISON STREET

REAL ESTATE DEPARTMENT

CHICAGO, ILLINOIS 60606

December 7, 1967

Please refer to:

Lease 49910

Location Milwaukee, Wisconsin

Expiring March 1, 1968

Prior Rent \$ 25.00 per annum or
plus taxes fraction thereof

Revised Rent \$ 35.00 per annum or
plus taxes fraction thereof

Milwaukee Solvay Coke Company
a Division of Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44115

Attention: Mr. John Bemis, President

Dear Mr. Bemis:

Your lease, identified above, is being renewed subject to the following terms and conditions:

- A. The renewed lease will continue in effective from the expiration date shown above for a period of five years, unless terminated earlier by either party on 30 days' written notice.
- B. The revised rent, excluding taxes, will be as shown above, subject to revision at any billing date.
- C. The lease will permit usage of the leased property only for the purpose of water intake pipes

As you know, our Company is required to obtain, and tenants are willing to pay, a fair return on the fair value of property. With this in mind, your lease was recently reviewed as to relevant factors such as local market values, land usage, rental rates, etc. Based upon this lease review, it has been determined that an adjustment of the lease rental is in order, as indicated above.

You may continue the lease under all of the same terms and conditions, except for the above changes, by signing and returning a copy of this letter. Your occupation of the premises beyond the effective date shown above will confirm to us that you have elected to continue the lease on the revised terms.

Your cooperation in executing and returning a copy of this letter for our records will be appreciated.

ACKNOWLEDGED AND ACCEPTED:

John M. Bemis

Attest: *A. F. O'Leary*

DO NOT FORWARD ANY RENTAL PAYMENT
UNTIL BILLED.

JJM:ae
REID-L-105-R
6/67

Very truly yours,

T. W. Lydon
T. W. Lydon
Lease Supervisor

FIVE YEAR EXTENSION

TEM/jal
5/4/66

THIS AGREEMENT made and entered into this 27th day of May, 1966, by and between CHICAGO AND NORTH WESTERN RAILWAY COMPANY, (hereinafter called the "Railway Company") and MANGANESE CHEMICALS CORPORATION, a Maryland corporation (hereinafter called "Manganese") and PICKANDS MATHER & CO., a Delaware corporation (hereinafter called "Pickands").

W I T N E S S E T H:

WHEREAS, under date of April 6, 1943, Charles M. Thomson, Trustee of the Property of Chicago and North Western Railway Company, as predecessor in interest of the Railway Company, and Manganese Chemicals Corporation entered into a Lease Agreement leasing to the said Manganese Chemicals Corporation approximately 268 square feet of property in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as more particularly described in the legal description set forth in said Lease Agreement, for use as a site for water intake pipes and for no other purpose, which Lease Agreement has been supplemented and extended by Extension Agreement dated April 2, 1958, and by letter agreement dated January 28, 1963; and

WHEREAS, under date of December 4, 1961, a written agreement was entered into between the Railway Company and Manganese Chemicals Corporation, whereby the Railway Company permitted Manganese to install and maintain certain equipment on Railway Company's gondola cars for use in handling coke, which agreement has been supplemented and amended by agreements dated June 15, 1962, October 3, 1962 and March 30, 1965; and

WHEREAS, under date of December 28, 1962, a written agreement was entered into between the Railway Company and Manganese whereby the Railway Company permitted Manganese to construct, maintain and use a water skimmer upon the property of the Railway Company and attached to the abutment of Railway Company bridge No. 1551 at Milwaukee, Wisconsin,

which agreements of April 6, 1943, December 4, 1961, and December 28, 1962, as the same have been supplemented, amended, modified and extended, and all of the terms and conditions thereof are by this reference made a part hereof, and are hereinafter collectively called the "Agreements";

WHEREAS, effective April 30, 1966, Manganese was merged into Pickands and as a result of said merger Pickands is the surviving corporation and all the rights and obligations of Manganese in and to the Agreements have been assumed by Pickands.

NOW, THEREFORE, in consideration of the Premises it is hereby mutually agreed:

1. That Pickands has succeeded to all of the rights and obligations of Manganese under the Agreements and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in the Agreements set forth.
2. Pickands assumes and agrees to perform and abide by all obligations and conditions on the part of Manganese to be kept and performed under the Agreements and Manganese assigns unto Pickands and relinquishes in favor of Pickands all rights therein.
3. The Railway Company hereby consents and agrees to the foregoing assignment and assumption thereof, provided no further assignment of the Agreements, or any part thereof shall be made without its written consent thereunto had and obtained.
4. This agreement shall be effective from and after April 30, 1966, but it is not intended that its execution shall in any way affect the rights or obligations existing between Manganese and the Railway Company which may have accrued under the Agreements prior to said date.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

R. W. Schacht

V. J. Luzzi

Thomas D. Langman

Virginia Langman

Thomas D. Langman

Virginia Langman

CHICAGO AND NORTH WESTERN RAILWAY
COMPANY

By R. M. Meyer
VICE PRESIDENT AND CHIEF ENGINEER

Attest R. J. Hall
Assistant Secretary

MANGANESE CHEMICALS CORPORATION

By D. M. McMichael
Vice President

Attest H. H. Oldenburg
Secretary

FICKANDS MAYER & CO.

By K. S. B. B. B.
President

Attest R. M. L.
Secretary

Please use this sheet for comments on
attached letter.

From D. S. B. Date February 14, 1964

Subject _____

MESSRS. W. J. WILLIAMS
C. R. CROFT

Attached hereto please find, in triplicate, the
following:

1. A form of agreement between Chicago, Milwaukee,
St. Paul and Pacific Railroad Company, Milwaukee Solvay Coke
Company, Inc. and Manganese Chemicals Corporation wherein
the Railroad consents to the merger of Milwaukee Solvay into
Manganese Chemicals and accepts Manganese Chemicals as the
successor in interest to Milwaukee Solvay under two agree-
ments between the Railroad and Milwaukee Solvay dated Aug-
ust 28, 1917 and November 15, 1961, respectively, and

2. A form of agreement between Chicago and
North Western Railway Company, Milwaukee Solvay Coke Company,
Inc., and Manganese Chemicals Corporation wherein the Rail-
way consents to the above mentioned merger and accepts
Manganese Chemicals as the successor to Milwaukee Solvay
under three agreements between the Railway and Milwaukee
Solvay dated April 6, 1943, December 4, 1961 and December 28,
1962.

A consent by the Railroad and Railway to any
assignment of an agreement to which it is a grantor is
required and the attached following is generally the form
of consent which has been acceptable to the Railroad and
Railway. If the attached meets with your approval, Will
Mr. Williams please sign all copies as President of Manganese
Chemicals Corporation and Mr. Croft please sign all copies
as Vice President of Milwaukee Solvay.

Respectfully,

D. S. Baumgartner

012 BR

nan/val 2/13/64

THIS AGREEMENT made and entered into this 18th day of February, 1964, by and between CHICAGO AND NORTH WESTERN RAILWAY COMPANY, (hereinafter called the "Railway Company") and MILWAUKEE SOLVAY COKE COMPANY, INC., a Wisconsin corporation (hereinafter called "Milwaukee") and MANGANESE-CHEMICALS CORPORATION, a Maryland corporation (hereinafter called "Manganese").

W I T N E S S E T H:

WHEREAS, under date of April 6, 1943, Charles M. Thomson, Trustee of the Property of Chicago and North Western Railway Company, as predecessor in interest of the Railway Company, and Milwaukee Solvay Coke Company (of which Milwaukee is the successor by assignment) entered into a Lease Agreement leasing to the said Milwaukee Solvay Coke Company approximately 268 square feet of property in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as more particularly described in the legal description set forth in said Lease Agreement, for use as a site for water in lake pipes and for no other purpose, which Lease Agreement has been supplemented and extended by Extension Agreement dated April 2, 1958, and by letter agreement dated January 28, 1963; and

WHEREAS, under date of December 4, 1961, a written agreement was entered into between the Railway Company and Milwaukee Solvay Coke Company (of which Milwaukee is the successor by assignment), whereby the Railway Company permitted Milwaukee to install and maintain certain equipment on Railway Company's gondola cars for use in handling coke, which agreement has been supplemented and extended by agreements dated June 15, 1962 and October 3, 1962; and *revised 1/16/65*

WHEREAS, under date of December 28, 1962, a written agreement was entered into between the Railway Company and Milwaukee whereby the Railway Company permitted Milwaukee to construct, maintain and use a water skimmer upon the property of the Railway Company and attached to the abutment of Railway Company bridge No. 1551 at Milwaukee, Wisconsin,

which agreements of April 6, 1943, December 4, 1961, and December 28, 1962, as the same have been supplemented, amended, modified and extended, and all of the terms and conditions thereof are by this reference made a part hereof, and are hereinafter collectively called the "Agreements";

WHEREAS, effective ^{February 31, 1964} ~~January 31, 1964~~, Milwaukee was merged into Manganese and as a result of said merger Manganese is the surviving corporation and all the rights and obligations of Milwaukee in and to the Agreements have been assumed by Manganese.

NOW, THEREFORE, in consideration of the Premises it is hereby mutually agreed:

1. That Manganese has succeeded to all of the rights and obligations of Milwaukee under the Agreements and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in the Agreements set forth.
2. Manganese assumes and agrees to perform and abide by all obligations and conditions on the part of Milwaukee to be kept and performed under the Agreements and Milwaukee assigns unto Manganese and relinquishes in favor of Manganese all rights therein.
3. The Railway Company hereby consents and agrees to the foregoing assignment and assumption thereof, provided no further assignment of the Agreements, or any part thereof shall be made without its written consent thereunto had and obtained.
4. This agreement shall be effective from and after January 31, 1964, but it is not intended that its execution shall in any way affect the rights or obligations existing between Milwaukee and the Railway Company which may have accrued under the Agreements prior to said date.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

R. W. Schacht
R. C. Wilson

CHICAGO AND NORTH WESTERN RAILWAY
COMPANY

By [Signature]
President

Attest R. J. Hill
Assistant Secretary

MILWAUKEE SOLVAY COKE COMPANY, INC.

David S. Gunningaker
Jesse C. Franklin

By C. L. Brundage President
Attest H. L. Johnson Secretary

MANGANESE CHEMICALS CORPORATION

David S. Gunningaker
Jesse C. Franklin

By Walter H. Williams President
Attest H. L. Johnson Secretary

Please use this sheet for comments on
attached letter.

From G. L. J. Date 2-15-63

Subject _____

MR. J. H. BENIS:

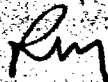
In connection with the Milwaukee Solvay Coke Company, Inc. acquisition, our Milwaukee Solvay company took an assignment of a lease dated April 6, 1943 between the Chicago and North Western Railway Company and the old Milwaukee Solvay company. This lease covers a small area next to the railway's Kinnickinnic River Bridge for water intake pipes, and has been extended from time to time. The annual rental is \$25.00. The present extension expires February 28, 1963.

Attached is a new extension agreement extending the term of the basic lease for another five years to February 28, 1968. We have been advised by Mr. Gottschall that Milwaukee Solvay needs to continue this lease in force.

If you approve, would you please sign both copies of the attached extension agreement and return them to me for transmittal to the railroad.

Respectfully,

Grant L. Johnson



Mr. A. F. Mueller - Milwaukee

February 13, 1963

Mr. G. L. Johnson - Cleveland

Mr. E. F. Griffith

In today's mail we received a form of extension for a lease agreement with the Chicago and North Western Railway Company relating to water intake pipes near the railway company's Minnetonka River Bridge. One copy of such extension agreement is enclosed.

The agreement to which this extension relates is one originally entered into on April 6, 1943 between Charles A. Thomson, Trustee of the property of the railroad, Lessor, and Milwaukee Solvay Coke Company, and has been extended several times by five-year extensions, with the latest extension covering the period March 1, 1958 through February 28, 1963. You should have a copy of this agreement with the several extension agreements in your file.

Before having this extension agreement executed, we wished to know from you whether these water intake pipes are still being used so as to require continuation of the lease agreement. If not, we should now move to terminate the lease agreement in its entirety. Please let us know promptly what your wishes are in this regard.

If your decision is to extend this water intake lease agreement further, we shall, of course, make the necessary correction to the name of our company, that is, change Wisconsin Coke Company to Milwaukee Railway Coke Company, Inc.

H. L. Johnson

GJ:his
Enclosure

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

400 WEST MADISON STREET

REAL ESTATE DEPARTMENT

January 28, 1963

CHICAGO 6, ILLINOIS

MILWAUKEE SOLVAY COKE COMPANY, INC.

~~1000 Union Commerce Building~~

~~1000 Union Commerce Building~~

~~Cleveland 14, Ohio~~

Gentlemen:

Please refer to:

Lease 49910

Expiring March 1, 1963

Location Milwaukee, Wisconsin

Prior Rent (\$ 25.00 per annum
(Plus taxes)

Revised Rent (\$ 25.00 per annum or
(Plus taxes) fraction
thereof

Your lease, bearing the above expiration date, is being extended subject to the following terms and conditions:

- A. The extended lease will continue in effect from the expiration date stated above, for a period of five years, unless terminated earlier by either party on 30 days written notice.
- B. The new rental, exclusive of taxes, will be as shown above, subject to revision at any billing date.
- C. The lease shall permit usage of the leased property for the purpose of water intake pipes

As you know, our Company is required to obtain, and tenants are willing to pay, a fair return on the fair value of property. With this in mind, your lease was recently reviewed as to relevant factors such as local market values, land usage, rental rates, etc. Based upon the over-all lease review, it has been determined that an adjustment of the lease rental charge should be made to the extent indicated above.

You may continue the lease under all of the same terms and conditions, except for the ~~lease term~~ lease term, and/or tax change and usage, by merely signing and returning the enclosed copy of this letter. However, should you fail to forward your signed acceptance, your occupation of the premises beyond the effective date shown above will confirm to us that you have elected to continue the lease ~~term~~ ~~and you will be billed accordingly.~~

Your cooperation in promptly executing and returning the original of this letter for our records will be sincerely appreciated.

ACKNOWLEDGED AND ACCEPTED:

MILWAUKEE SOLVAY COKE COMPANY, INC.

John T. D... 1

Very truly yours,

Conney W. Walters

F. W. Walters
Lease Supervisor

REN-L-105

FIVE YEAR EXTENSION

"EXTENSION AGREEMENT"

It is mutually agreed and agreed by the undersigned, parties to the foregoing lease, dated April 2, 1958, that the term of said lease is hereby extended for the period of Five (5) years from and after the expiration of the term of said lease, and all the terms, conditions, covenants and agreements of said lease, including the obligation to continue to insure to and to bind the respective parties hereto and their heirs, administrators, executors, assigns, successors or assigns in and to the same, shall remain in full force and effect, except that the rental shall be \$25.00 per annum, payable annually in advance, on or before the 1st day of January, 1963.

Dated: April 2, 1958

Signed, Sealed and Delivered in the Presence of

[Faint signatures and text, likely representing the North Western Railway Company]

"EXTENSION AGREEMENT"

It is mutually agreed and agreed by the undersigned, parties to the foregoing lease, dated April 2, 1958, that the term of said lease is hereby extended for the period of Five (5) years from and after the expiration of the term of said lease, and all the terms, conditions, covenants and agreements of said lease, including the obligation to continue to insure to and to bind the respective parties hereto and their heirs, administrators, executors, assigns, successors or assigns in and to the same, shall remain in full force and effect, except that the rental shall be \$25.00 per annum, payable annually in advance, on or before the 1st day of January, 1963.

Dated: April 2, 1958

Signed, Sealed and Delivered in the Presence of

[Faint signatures and text, likely representing the North Western Railway Company]

3
Wichita Falls, Texas
Company, Inc. 11-8
ASSIGNMENT
 THIS AGREEMENT Made and entered into this 1st day of June, 1960
 between CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

Milwaukee Solway Coke Company, Inc. Extra Copy II - A-8
M. Miller with my signature as
ASSIGNMENT

THIS AGREEMENT Made and entered into this 1st day of June, 1962,
by and between **CHICAGO AND NORTH WESTERN RAILWAY COMPANY,**

(hereinafter called the "Railway Company"),
MILWAUKEE SOLWAY COKE COMPANY, a Wisconsin corporation
(hereinafter called "Assignor"), and **WISCONSIN COKE COMPANY, INC., a Wisconsin corporation**
(hereinafter called "Assignee"),

WITNESSETH:

WHEREAS, under date of April 6, 1943, Charles M. Thomson, Trustee of the Property of Chicago and North Western Railway Company, as predecessor in interest of the Railway Company, and Assignor entered into a Lease Agreement leasing to Assignor approximately 268 square feet of property in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as more particularly described in the legal description set forth in said Lease Agreement, for use as a site for water intake pipes and for no other purpose, which Lease Agreement has been supplemented and extended by an "Extension Agreement" dated April 2, 1958 (such Lease Agreement as supplemented and extended by the April 2, 1958 Extension Agreement being hereinafter referred to as the "agreement")

which agreement and all of the terms and conditions thereof are by this reference made a part hereof; and

WHEREAS it is the desire of all parties hereto that the Assignee become the successor in interest of the Assignor under said agreement;

NOW, THEREFORE, in consideration of the premises it is hereby mutually agreed:

1. That the Assignee shall succeed to all of the rights and obligations of the Assignor under the said agreement, and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in said agreement set forth.
2. The Assignee hereby expressly assumes and agrees to perform and abide by all obligations and conditions on the part of the Assignor to be kept and performed under the said agreement; and the Assignor hereby assigns unto the Assignee and relinquishes in favor of the Assignee all rights therein. The Railway Company hereby expressly consents and agrees to the foregoing assignment on the conditions above set forth.
3. This assignment shall be effective from June 1, 1962 but it is not intended that its execution shall in any way affect the rights or obligations existing between the Assignor and the Railway Company which may have accrued under said agreement prior to said date.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

Attest: _____
By _____
Manager - Real Estate Department

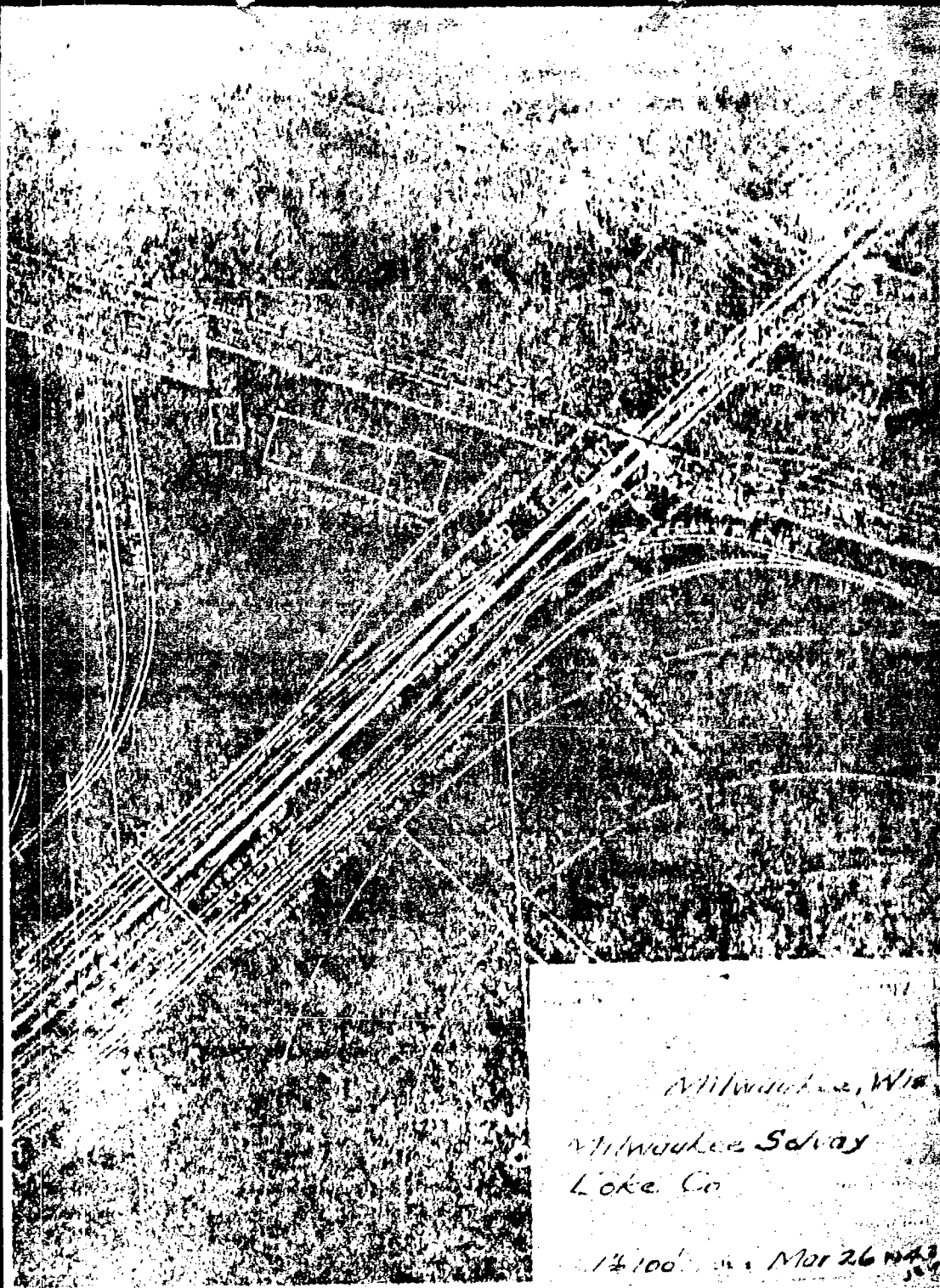
Secretary. _____
MILWAUKEE SOLWAY COKE COMPANY,

By Albert P. Mueller
Executive Vice President

ATTEST: _____
[Signature]
Secretary

WISCONSIN COKE COMPANY, INC.,
By [Signature]
President

ATTEST: _____
[Signature]
Secretary



Milwaukee, Wis.
Milwaukee Survey
Loke Co.

17100, Mar 26 1943

Buy CC 63-15

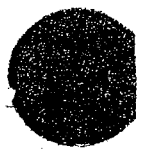
MILWAUKEE SOLVAY COKE COMPANY, INC.

II-A-33

License agreement from Chicago and North Western Railway to Milwaukee Solvay Coke Company, Inc. covering a water skimmer attached to abutment of bridge No. 1551 (National Ave.), Milwaukee, Wisconsin. December 38, 1962

(b) Agreement between Chicago and North Western Railway Company, Milwaukee Solvey and Manganese Chemicals wherein the Railway consents to the merger between Milwaukee and Manganese and accepts Manganese as the successor to Milwaukee under above agreement dated December 28, 1962. February 18, 1964

(c) Agreement between Chicago and North Western Railway Company, Manganese Chemicals Corporation, and Pickands Mather & Co. assigning above license from Manganese Chemicals Corporation to Pickands Mather & Co. May 27, 1966



5/4/66

THIS AGREEMENT made and entered into this 27th day of May, 1966, by and between CHICAGO AND NORTH WESTERN RAILWAY COMPANY, (hereinafter called the "Railway Company") and MANGANESE CHEMICALS CORPORATION, a Maryland corporation (hereinafter called "Manganese") and PICKANDS MATHER & CO., a Delaware corporation (hereinafter called "Pickands").

W I T N E S S E T H:

WHEREAS, under date of April 6, 1943, Charles M. Thomson, Trustee of the Property of Chicago and North Western Railway Company, as predecessor in interest of the Railway Company, and Manganese Chemicals Corporation entered into a Lease Agreement leasing to the said Manganese Chemicals Corporation approximately 268 square feet of property in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as more particularly described in the legal description set forth in said Lease Agreement, for use as a site for water intake pipes and for no other purpose, which Lease Agreement has been supplemented and extended by Extension Agreement dated April 2, 1958, and by letter agreement dated January 28, 1963; and

WHEREAS, under date of December 4, 1961, a written agreement was entered into between the Railway Company and Manganese Chemicals Corporation, whereby the Railway Company permitted Manganese to install and maintain certain equipment on Railway Company's gondola cars for use in handling coke, which agreement has been supplemented and amended by agreements dated June 15, 1962, October 3, 1962 and March 30, 1965; and

WHEREAS, under date of December 28, 1962, a written agreement was entered into between the Railway Company and Manganese whereby the Railway Company permitted Manganese to construct, maintain and use a water skimmer upon the property of the Railway Company and attached to the abutment of Railway Company bridge No. 1551 at Milwaukee, Wisconsin,

which agreements of April 6, 1943, December 4, 1961, and December 28, 1962, as the same have been supplemented, amended, modified and extended, and all of the terms and conditions thereof are by this reference made a part hereof, and are hereinafter collectively called the "Agreements";

WHEREAS, effective April 30, 1966, Manganese was merged into Pickands and as a result of said merger Pickands is the surviving corporation and all the rights and obligations of Manganese in and to the Agreements have been assumed by Pickands.

NOW, THEREFORE, in consideration of the Premises it is hereby mutually agreed:

1. That Pickands has succeeded to all of the rights and obligations of Manganese under the Agreements and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in the Agreements set forth.
2. Pickands assumes and agrees to perform and abide by all obligations and conditions on the part of Manganese to be kept and performed under the Agreements and Manganese assigns unto Pickands and relinquishes in favor of Pickands all rights therein.
3. The Railway Company hereby consents and agrees to the foregoing assignment and assumption thereof, provided no further assignment of the Agreements, or any part thereof shall be made without its written consent thereunto had and obtained.
4. This agreement shall be effective from and after April 30, 1966, but it is not intended that its execution shall in any way affect the rights or obligations existing between Manganese and the Railway Company which may have accrued under the Agreements prior to said date.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

By R. W. A. Clark
U. J. Lusi

Tatlock J. Riegle
Virginia Langman

Tatlock J. Riegle
Virginia Langman

CHICAGO AND NORTH WESTERN RAILWAY
COMPANY

By B. B. Myers
VICE-PRESIDENT AND CHIEF ENGINEER
Attest R. J. Hill
Assistant Secretary

MANGANESE CHEMICALS CORPORATION

By D. M. Whishah
VICE President
Attest R. F. Eldenburg
Secretary

PICKANDS MATHER & CO.

By W. H. Mather
President
Attest R. T. Mather
Secretary

Jeh

THIS AGREEMENT made and entered into this 18th day of February, 1964, by and between CHICAGO AND NORTH WESTERN RAILWAY COMPANY, (hereinafter called the "Railway Company") and MILWAUKEE SOLVAY COKE COMPANY, INC., a Wisconsin corporation (hereinafter called "Milwaukee") and MANGANESE CHEMICALS CORPORATION, a Maryland corporation (hereinafter called "Manganese").

W I T N E S S E T H:

WHEREAS, under date of April 6, 1943, Charles M. Thomson, Trustee of the Property of Chicago and North Western Railway Company, as predecessor in interest of the Railway Company, and Milwaukee Solvay Coke Company (of which Milwaukee is the successor by assignment) entered into a Lease Agreement leasing to the said Milwaukee Solvay Coke Company approximately 268 square feet of property in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as more particularly described in the legal description set forth in said Lease Agreement, for use as a site for water intake pipes and for no other purpose, which Lease Agreement has been supplemented and extended by Extension Agreement dated April 2, 1958, and by letter agreement dated January 28, 1963; and

WHEREAS, under date of December 4, 1961, a written agreement was entered into between the Railway Company and Milwaukee Solvay Coke Company (of which Milwaukee is the successor by assignment), whereby the Railway Company permitted Milwaukee to install and maintain certain equipment on Railway Company's gondola cars for use in handling coke, which agreement has been supplemented and amended by agreements dated June 15, 1962 and October 3, 1962; and

WHEREAS, under date of December 28, 1962, a written agreement was entered into between the Railway Company and Milwaukee whereby the Railway Company permitted Milwaukee to construct, maintain and use a water skimmer upon the property of the Railway Company and attached to the abutment of Railway Company bridge No. 1551 at Milwaukee, Wisconsin,

which agreements of April 6, 1943, December 4, 1961, and December 28, 1962, as the same have been supplemented, amended, modified and extended, and all of the terms and conditions thereof are by this reference made a part hereof, and are hereinafter collectively called the "Agreements";

WHEREAS, effective January 31, 1964, Milwaukee was merged into Manganese and as a result of said merger Manganese is the surviving corporation and all the rights and obligations of Milwaukee in and to the Agreements have been assumed by Manganese.

NOW, THEREFORE, in consideration of the Premises it is hereby mutually agreed:

1. That Manganese has succeeded to all of the rights and obligations of Milwaukee under the Agreements and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in the Agreements set forth.
2. Manganese assumes and agrees to perform and abide by all obligations and conditions on the part of Milwaukee to be kept and performed under the Agreements and Milwaukee assigns unto Manganese and relinquishes in favor of Manganese all rights therein.
3. The Railway Company hereby consents and agrees to the foregoing assignment and assumption thereof, provided no further assignment of the Agreements, or any part thereof shall be made without its written consent thereunto had and obtained.
4. This agreement shall be effective from and after January 31, 1964, but it is not intended that its execution shall in any way affect the rights or obligations existing between Milwaukee and the Railway Company which may have accrued under the Agreements prior to said date.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

R. W. Schacht

R. C. Wilson

CHICAGO AND NORTH WESTERN RAILWAY
COMPANY

By C. J. Patrick President

Attest R. J. Hill
Assistant Secretary

MILWAUKEE SOLVAY COKE COMPANY, INC.

David S. Baumgartner

Joyce C. Franklin

By *C. Drenth*
President

Attest *G. L. Johnson*
Secretary

MANGANESE CHEMICALS CORPORATION

David S. Baumgartner

Joyce C. Franklin

By *Walter Williams*
President

Attest *G. L. Johnson*
Secretary

CHICAGO AND NORTH WESTERN RAILWAY COMPANY (hereinafter called "Railway Company") hereby

licenses Milwaukee Solvay Coke Company, Inc.

(hereinafter called "Licensee") to construct, maintain and use, a water skimmer

(hereinafter called "facility") upon the property of the Railway Company and attached to abutment of Railway Company bridge No. 1551 at Milwaukee (National Ave.), Wisconsin,

in the location and position, and in accordance with the specifications shown on map dated

April 10, 1962,

hereto attached marked Exhibits "A", "B" and "C" and, by this reference, made a part hereof.

The foregoing license is given upon such express terms and conditions as are inserted below, as well as those contained upon the subsequent printed pages, and should the Licensee at any time violate any of said terms or conditions, or use or attempt to use said facility for any other or different purpose than that above specified, then the Railway Company may, at its option, immediately revoke this license.

The foregoing license is subject to the following conditions:

First. The work of construction and maintenance shall be done and completed in good and workmanlike manner at the sole expense of the said Licensee. Said work shall be done in such manner as in no way to interfere with or endanger the use of the property or tracks of the Railway Company, or the operation thereon of any engines, cars or trains. The Chief Engineer of the Railway Company shall have the right to inspect such work from time to time and to require such changes to be made as will in his opinion decrease the hazards incident to said facility; but any such inspection or required changes or any failure to so inspect, or to require changes to be made, shall not affect any of the obligations assumed by the said Licensee hereunder.

Second. The said Licensee shall bear the cost of all protection which the Railway Company may require for its tracks or property during construction and maintenance hereby authorized and of all repairs, changes, additions or betterments to said Railway Company's tracks or property made necessary on account of same. If in the judgment of the Railway Company it shall be necessary to provide support for its tracks during the work of construction or maintenance the Railway Company will provide such support, and the entire cost thereof will be paid by the said Licensee promptly upon receipt of bill therefor.

Third. The Licensee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Railway Company because of the construction, existence, operation or use of said Facility, the Licensee, or the business conducted in connection with said Facility, and shall reimburse the Railway Company for any such taxes, license fees or other charge which may be paid by the Railway Company promptly upon the presentation by the Railway Company of bills therefor.

Fourth. The said Licensee will give to the Chief Engineer of the Railway Company at least ten days' notice in writing before entering upon the right of way of the Railway Company for construction purposes, or for the purpose of making necessary repairs. The Railway Company reserves the right to judge of the necessity of repairs to said facility, and to require the Licensee to make such repairs upon ten days' notice in writing. In such case, said Licensee may enter upon said right of way without the ten days' notice above referred to, and shall proceed forthwith to make such repairs, and upon failure to do so within ten days, the Railway Company shall have the right to make said repairs and collect the entire cost thereof from the Licensee. The Railway Company reserves the right, in case in its opinion the safety of its tracks or property demands it, to make emergency repairs without notice to the Licensee and to collect the cost thereof from Licensee as herein provided.

Fifth. It is understood by the Licensee that said facility is subject to and may increase the dangers and hazards of the operation of the railroad of the Railway Company, and that this license is subject to all risks thereof. Therefore, the Licensee assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person, or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with the existence, construction, maintenance, repair, renewal, reconstruction, operation, use or removal of said facility, or any defect therein or failure thereof, or the failure of the Licensee or members, officers or agents of the Licensee to abide by or comply with any of the terms or conditions of this license; and the Licensee forever indemnifies the Railway Company against and agrees to save it harmless from any and all claims, demands, law suits or liability for any such loss, damage, injury and death, costs and expenses, even though the operation of the Railway Company's railroad may have caused or contributed thereto.

Sixth. The Railway Company reserves the right to use, occupy and enjoy its tracks, property and right of way, for such purpose, in such manner, and at such time as it shall desire, the same as if this instrument had not been executed by it. If any such use shall necessitate any change in the location or construction of said facility, or any part thereof, such change shall be made by the Licensee, at the expense of the Licensee, upon demand of the Railway Company, and the said Railway Company shall not be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the Railway Company may make of its said tracks, property and right of way.

In case any of the terms or provisions of this license have been performed or carried out prior to the actual date of execution hereof, it is understood and agreed that this license shall nevertheless be of the same force and effect as though same had been executed by the parties prior to such performance.

Seventh. The Railway Company shall have the right at any time to revoke this license by giving thirty days' notice in writing to the Licensee and at the expiration of the time limited by said notice, or upon any other revocation of this license, the Licensee shall promptly, and in the manner directed by said Chief Engineer, remove all construction hereby authorized from the premises of the Railway Company and leave said premises in the same condition in which they were before the installation of the same. Upon default of the Licensee so to do, the Railway Company may remove the same and restore its premises, and the Licensee will promptly pay to the Railway Company the cost of so doing.

Eighth. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.

Ninth. This license is personal to said Licensee and is not assignable or transferable, without the written consent of the Railway Company being first obtained.

In Witness Whereof this instrument is executed this 28th day of December, 1962.

ATTEST:

[Signature]
Assistant Secretary

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By *[Signature]*
Vice President and Chief Engineer

The undersigned, the Licensee mentioned in the foregoing license, hereby accepts the same subject to the terms and conditions therein stated.

Milwaukee Solvay Coke Company, Inc.

ATTEST:

[Signature]
Secretary

By: *[Signature]* (Seal)
EXEC VICE President

APPROVED:

Form _____
Attorney

Engineering _____

Land
Interests _____

Operation _____

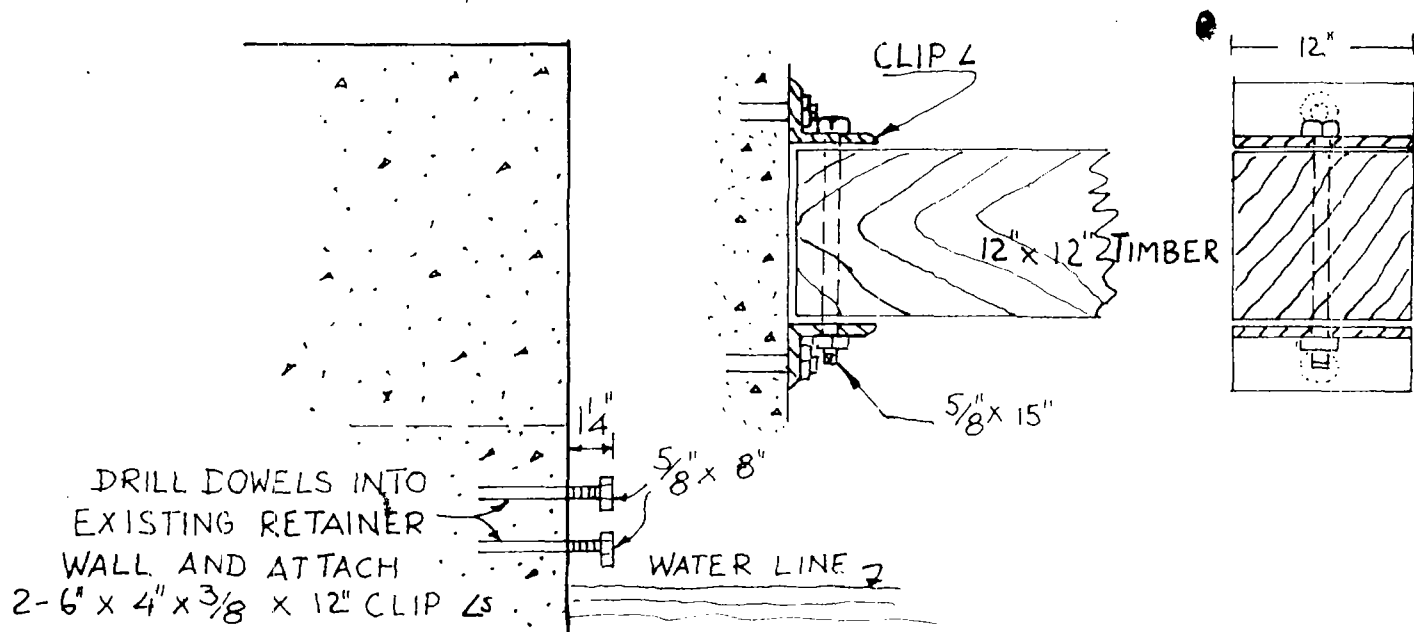


EXHIBIT "B"

TO ACCOMPANY LICENSE TO

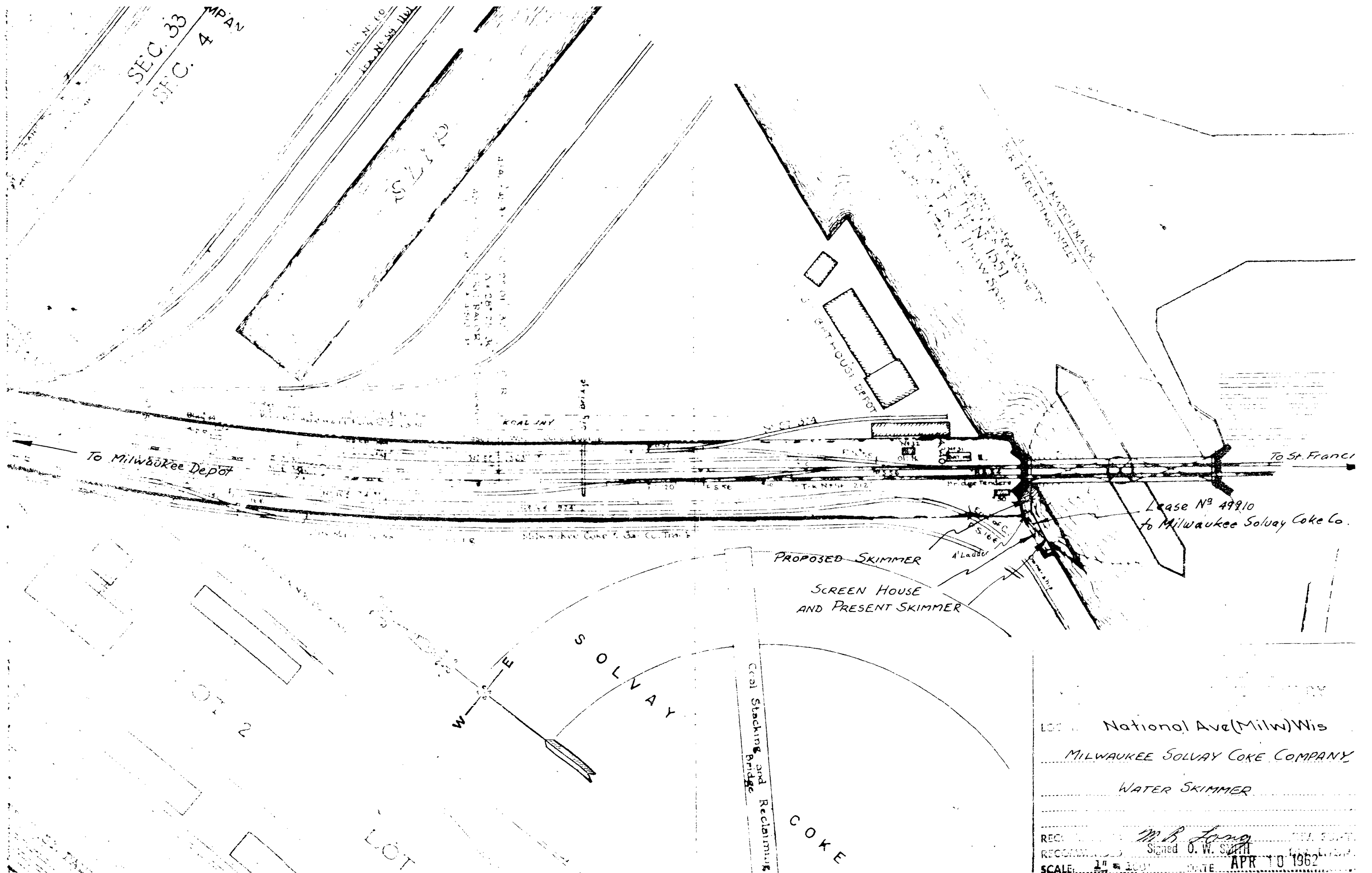
**MILWAUKEE SOLVAY COKE
COMPANY, INC.**

FOR

WATER SKIMMER

SCALE: NONE

DATE: Apr. 10, 1962



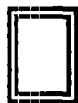
LOC. National Ave (Milw) Wis
 MILWAUKEE SOLVAY COKE COMPANY
 WATER SKIMMER
 REC'D. *M. B. Long*
 RECOMMENDED Signed *O. W. Smith*
 SCALE: 1" = 100' DATE: APR 10 1962

SDMS US EPA Region V

Imagery Insert Form

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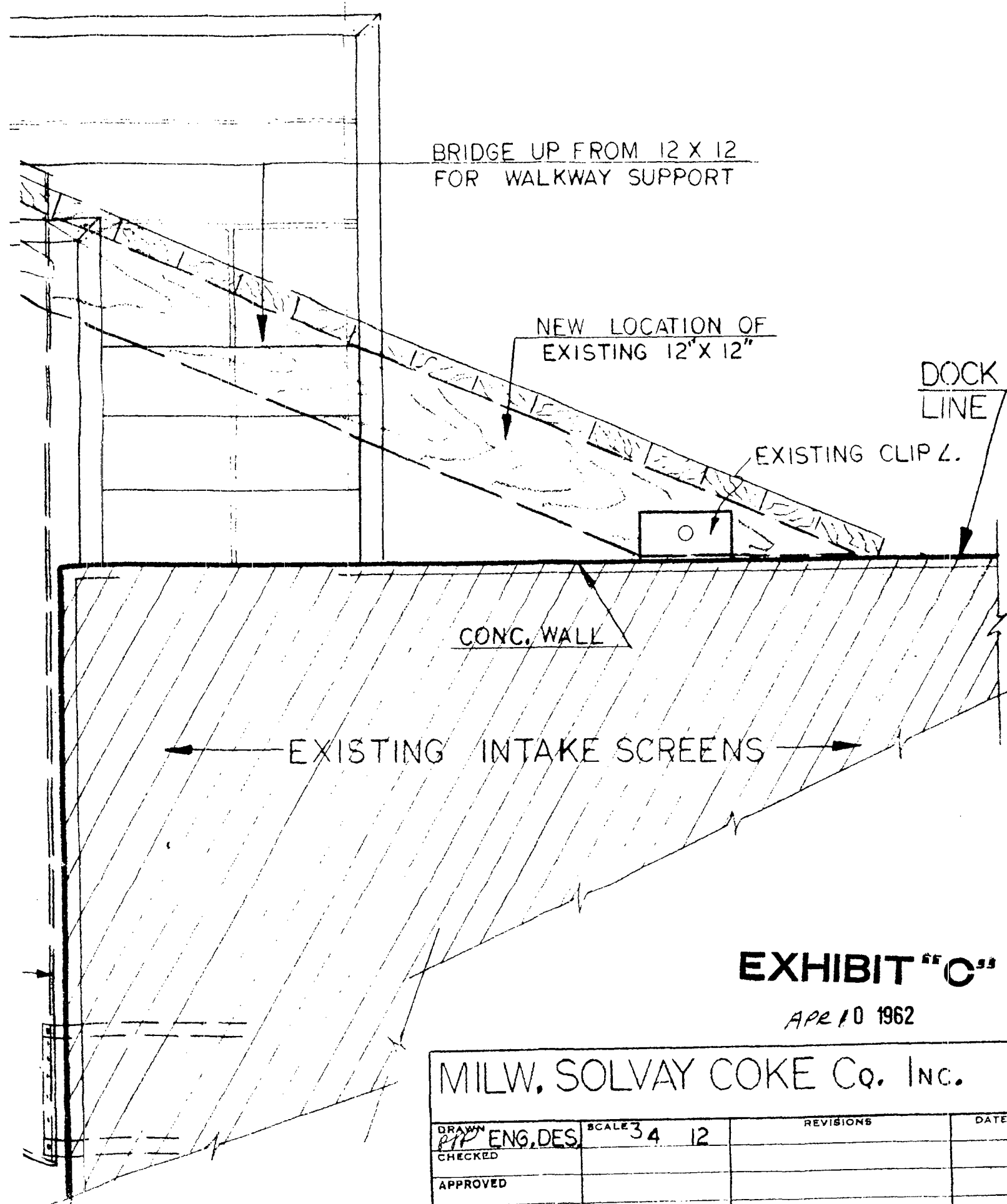


Document is available at the EPA Region 5 Records Center.

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7-11071-1



APR 10 1962

MILW. SOLVAY COKE Co. Inc.

DRAWN PJP	ENG. DES.	SCALE 3 4 12	REVISIONS	DATE
CHECKED				
APPROVED				
DATE 7-2-62				
TITLE "PROPOSED INTAKE STRUCTURE"			NO. MS-536-B	

SHEET 2 OF 2



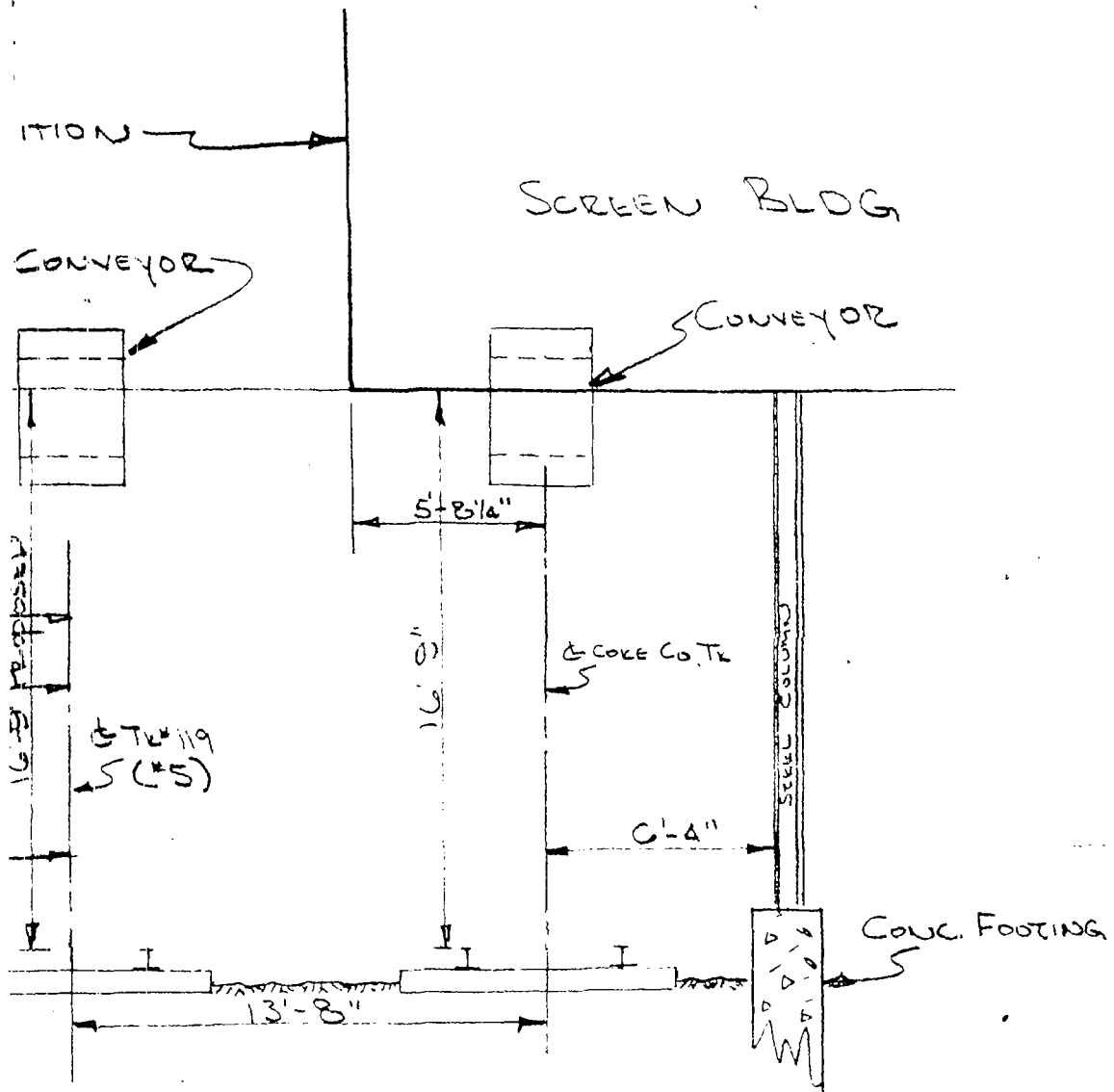


EXHIBIT "A"

BOX CC 67-895

MILWAUKEE SOLVAY COKE DIVISION, MANGANESE CHEMICALS CORPORATION

II-A-39 Agreement between Chicago, Milwaukee, St. Paul and Pacific Railroad Company and Manganese wherein the Railroad Company grants the right to install, maintain and operate a coke loading facility at Milwaukee part of which will be located on Railroad property.

March 30, 1964

(b) Consent of Chicago, Milwaukee, St. Paul and Pacific Railroad Company to assignment of above agreement from Manganese Chemicals Corporation to Pickands Mather & Co. due to merger of Manganese into Pickands.

September 14, 1966

N-1660
N-12113, #3, #4, #5, #6
N-12832

Assignees Copy

THIS AGREEMENT, Made and entered into this 14th day of
September, A. D. 1966, by and between CHICAGO, MILWAUKEE,
ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, hereinafter
called the "Railroad Company", and MANGANESE CHEMICALS CORPORATION, a
Maryland corporation, hereinafter called "Manganese" and PICKANDS MATHER
& CO., a Delaware corporation, hereinafter called "Pickands".

W I T N E S S E T H

WHEREAS, under date of August 28, 1917 written agreement was
entered into by and between the Chicago, Milwaukee and St. Paul Railway
Company (of which the Railroad Company herein is the successor) and the
Milwaukee Coke and Gas Company (of which Manganese is the successor by
ultimate assignment), covering the construction of a fence along the top
of retaining wall of the Railroad Company where the said Railroad Company's
right of way adjoins the property of Manganese at Milwaukee, Wisconsin
(Railroad Company Secretary's identification file N-1660 - Industrial and
Real Estate Development Lease L-46263); and

WHEREAS, under date of November 15, 1961, written agreement was
entered into by and between the Railroad Company and Milwaukee Solvay Coke
Company (of which Manganese is the successor by ultimate assignment), which
was effective as of September 16, 1960, and which has been supplemented and
amended by agreements dated July 17, 1962, October 18, 1962 and November 12,
1962, whereby the Railroad Company permitted the predecessors of Manganese
to install and maintain certain equipment on Railroad Company's gondola cars
for use in the shipment of coke at Milwaukee, Wisconsin, Railroad Company
Secretary's identification file N-12113); and

WHEREAS, under date of March 30, 1964, written agreement was
entered into by and between the Railroad Company and Manganese granting
Manganese the right to install, maintain and operate a coke loading facility
located partially on Railroad Company's property at Milwaukee, Wisconsin
(Railroad Company Secretary's identification file N-12832); and

WHEREAS, the aforementioned agreements of August 28, 1917, November
15, 1961 and March 30, 1964, as the same have been supplemented, amended
and modified, and all the terms and conditions thereof are by this reference
made a part hereof and are hereinafter called the "agreements"; and

WHEREAS, effective April 30, 1966, Manganese was merged into Pickands and as a result of said merger Pickands is the surviving corporation and all the rights and obligations of Manganese under the said agreements have been assumed by Pickands.

NOW, THEREFORE, in consideration of the Premises it is hereby mutually agreed:

1. That Pickands has succeeded to all of the rights and obligations of Manganese under the said Agreements and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in the said Agreements set forth.
2. Pickands assumes and agrees to perform and abide by all obligations and conditions on the part of Manganese to be kept and performed under the said Agreements and Manganese assigns unto Pickands and relinquishes in favor of Pickands all rights therein.
3. The Railroad Company hereby consents and agrees to the foregoing assignment and assumption thereof, provided no further assignment of the Agreements, or any part thereof shall be made without its written consent thereunto had and obtained.
4. This Agreement shall be effective from and after April 30, 1966, but it is not intended that its execution shall in any way affect the rights or obligations existing between Manganese and the Railroad Company which may have accrued under the Agreements prior to said date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Asa Hugh White

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By James C. Jensen
Vice President

Abner J. Green

Attest:
Glenn Pottinger
Assistant Secretary

MANGANESE CHEMICALS CORPORATION

T. E. Matney

DMC
By D. M. Chisholm
Vice President

Samuel B. Pinn

Attest:
RLD
R. L. Oldenburg
Secretary

PICKANDS MATHER & CO.

William J. Louder

KSE
By W. H. Mather
President

Linda McCaskey

Attest:
CBP
C. B. Pell Jr.
Assistant Secretary

Please use this sheet for comments on
attached letter.

From G. L. J. Date 3/30/64

Subject _____

TO: MR. C. R. OREM, JR.

Attached are two counterparts of an agreement between the Milwaukee Road and Manganese Chemicals Corporation whereby the Railroad grants the Company the right to install, maintain and operate a coke loading facility at Milwaukee, part of which will be located on Railroad property and above Railroad track. This agreement was prepared by the Railroad.

Among other things, the agreement provides that Manganese Chemicals Corporation will deposit \$1,250.00 to cover the estimated cost and expense to the Railroad in relocating portions of its track. The other portions of the agreement appear to be fairly standard in form and there are the usual strong indemnity clauses in favor of the Railroad.

If you approve, we would appreciate it if you would execute both copies in your capacity as Vice President of Manganese Chemicals Corporation. While technically this agreement pertains to activities of the Coke Division only, it is proper to name the Corporation itself (without reference to the Coke Division) as a party to the contract.

Respectfully,

Grant L. Johnson

OK *[initials]*

Chicago, Milwaukee, St. Paul and Pacific Railroad Company

THIS AGREEMENT, Made and entered into this 30th day of March, A. D. 1964, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

hereinafter called the "Railroad Company," and **MANGANESE CHEMICALS CORPORATION,**

hereinafter called the "Industry," WITNESSETH:

WHEREAS, the Industry is being served by the Railroad Company upon portion of track at **Milwaukee, Wisconsin**

WHEREAS, the Industry desires to install, maintain and operate a **coke loading facility consisting of a building addition, loading boom and boom hoist located partially on Railroad property and above and adjacent to Railroad-owned**

~~portion of track~~ portion of track serving it, for the purpose of ~~loading~~ **loading** ~~cars~~ **cars** spotted upon portion of the said track ~~for the purpose of loading~~ **coke into**

WHEREAS, the Railroad Company is willing to permit the installation, maintenance and operation of the said **coke loading facility** but solely upon the following express terms and conditions.

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. The Railroad Company hereby grants unto the Industry the right, license and permission to install, maintain and operate, at the Industry's own sole cost and expense, a **coke loading facility above and adjacent to**

~~portion of track~~ portion of track serving the Industry in the location shown on the plat marked "EXHIBIT A," dated **August 1, 1963**, hereto attached and made a part hereof **and constructed in detail as set forth on Milwaukee Solvay Coke Company, Inc., Drawing 42-B, dated July 11, 1963, a copy of which is on file in the office of the Chief Engineer of the Railroad Company and is by this reference also hereby made a part hereof.**

2. Where the word "facility" is hereinafter used, not otherwise herein modified, it shall be construed to mean all of the said **building addition, loading boom, and boom hoist comprising the said coke loading facility.** and shall include all appurtenances, covers, and installation materials thereof.

3. The Industry shall, at its own sole cost and expense, install, maintain and operate the said facility in a good and workmanlike manner. ~~Said work shall be done in such manner as to not~~ Said work shall be done in such manner as to no way to interfere with or endanger the use of the property or tracks of the Railroad Company, or the operation thereon of any engines, cars or trains. The Chief Engineer of the Railroad Company shall have the right to inspect such work from time to time, and to require such changes to be made as will in his opinion decrease the hazards incident to said facility; but any such inspection, or required changes, or any failure to so inspect, or to require changes to be made, shall not affect any of the obligations assumed by the said Industry hereunder.

The Industry will give to the Chief Engineer of the Railroad Company at least ten days notice in writing before entering upon the right of way of the Railroad Company for construction purposes, or for the purpose of making necessary repairs. The Railroad Company reserves the right to judge the necessity of repairs to said facility, and to require the Industry to make such repairs upon ten days notice in writing. Upon receipt of said notice by the Industry, the Industry shall proceed forthwith to make such repairs, and upon failure to do so within ten days the Railroad Company shall have the right to make said repairs, and the entire cost thereof will be paid by the said Industry promptly upon receipt of bill therefor. The Railroad Company reserves the right, in case in its opinion the safety of its track and property demands it, to make emergency repairs without notice to the Industry and to collect the cost thereof from the Industry as herein provided.

4. The said Industry shall bear the cost of all protection which the Railroad Company may require for its track or property during construction and maintenance hereby authorized, and of all repairs, changes, additions or betterments to said Railroad Company's tracks or property made necessary on account of same. If in the judgment of the Railroad Company it shall be necessary to provide support for its tracks during the work of construction or maintenance the Railroad Company will provide such support, and the entire cost thereof will be paid by the said Industry promptly upon receipt of bill therefor.

5. Other than for the installation and maintenance of the said facility, the Industry shall not make or permit to be made, or to remain, any excavation within 6 feet laterally from the nearest rail of the said track, nor shall the Industry place or permit to be placed, or to remain, any material, equipment, structure, pole or obstacle or obstruction within 8.5 feet, on straight track, or 9.5 feet on curved track, laterally of the center, or within 25 feet vertically from the top of either rail of said track. The number of feet of clearance herein specified may be changed by the Railroad Company at any time to meet legal requirements by giving written notice thereof to the Industry. Within ten (10) days after receipt of such notice, the Industry shall at its own expense proceed to make such changes as may be necessary to comply therewith. If the Industry shall fail to do so, the Railroad Company shall have the option to make such changes at the expense of the Industry, or to terminate this agreement. Should the Railroad Company exercise its option to make such changes, the Industry agrees to pay the Railroad Company the cost and expense thereof.

6. It is understood and agreed that the Industry shall deposit with the Railroad Company the sum of \$1,250.00 which sum represents the estimated cost and expense to the Railroad Company of relocating the portion of the track shown in dashed red and white color, to the location shown in dashed red and yellow color, on the said Exhibit " A ", which relocation includes the retirement of 125 feet of Railroad Track No. 114, and the relocation of the turnout therein. If the actual cost shall prove more or less than such estimated amount the difference shall be promptly paid by the Industry, or refunded by the Railroad Company, as the case may be.

7. "Cost and expense" for the purpose of this agreement shall consist of all expenditures incurred by the Railroad Company in completing the work provided for in this agreement. Ten (10) per cent shall be added to labor cost to cover general supervision, accounting, use of tools and other elements of expense not capable of exact ascertainment. Material shall be billed at current market value, including store expense and transportation. Work train service and the use of equipment shall be billed at established rates.

The Industry agrees to make all payments herein provided for within twenty (20) days' after bills are rendered therefor.

8. It is understood that the clearances from the center line of the said track to portions of the said facility, and from the top of the rails of the said track to portion of the said facility above the said track, in some instances are less than those authorized by the Statute of the State of Wisconsin.

It is understood that the Public Service Commission of Wisconsin in their Order No. 2-R-4455, dated January 3, 1964, has granted exemption from the legal requirements of the State for the said reduced clearances.

The Railroad Company hereby consents to the existing reduced horizontal and vertical clearances remaining, adjacent to and above a portion of the said track, to the extent and in the locations shown on the said Exhibit " A ", provided, however, that if at any time a change in such clearances is necessary to meet legal or operating requirements the Industry shall, at its own sole cost and expense, make such changes therein as will meet with such requirements. Provided further, that so long as such horizontal and vertical clearances are maintained the Industry shall release, defend, indemnify and save harmless the Railroad Company from any claim, liability, loss, cost or expense resulting from loss of or damage to property by whomsoever owned, and injury to or death of any person by whomsoever sustained, caused by or in any way connected with the existence of the said reduced clearances, whether such loss, damage, injury or death be caused in whole or in part by the negligence of the Railroad Company or otherwise.

9. The Industry shall, at its own sole cost and expense, furnish, install, erect, illuminate, maintain, repair and renew (in such manner as now or hereafter might be prescribed by applicable regulations or orders of the Public Service Commission of Wisconsin, or other public body having jurisdiction in the premises) such "No Clearance" signs, telltales or other similar warning indicators which may be required by reason of the existence of the said reduced clearances.

10. ~~xx~~ It is understood by the Industry that said facility is subject to and may increase the dangers and hazards of the operation of the Railroad by the Railroad Company, and as a material consideration to the Railroad for entering into this agreement, and without which the Railroad would not enter into same, the Industry agrees to assume and to pay for all loss or damage to property whatsoever, and injury to or death of any person, or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with the existence, construction, maintenance, repair, renewal, reconstruction, operation, use or removal of said facility, or any defect therein or failure thereof, or the failure of the Industry or members, officers or agents of the Industry to abide by or comply with any of the terms or conditions of this agreement; and the Industry forever indemnifies the Railroad Company against and agrees to save it harmless from any and all claims, demands, law suits or liability for any such loss, damage, injury or death, costs and expenses, even though the operation of the Railroad Company's railroad may have caused or contributed thereto.

*including the Railroad Company's retaining wall shown on the said Exhibit " A ".

~~xxxxxx It is understood that the portion of the track made which the facility is located was also the property of the Railroad Company for the service of other and the unloading of cars consigned to or for the loading of cars shipped by the Industry may occasionally be interrupted with extra work resulting from service rendered to others on the track and the Industry agrees that it will not make any claim against the Railroad Company for loss of time or for any such interruption.~~

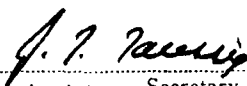
11. ~~xx~~ The Industry shall not assign this agreement, or any interest therein, or permit the use of the said facility, by any other person, firm or corporation without the consent in writing of the Railroad Company; and for any departure in this respect, the Railroad Company may terminate this agreement. Subject to the above limitation, this agreement shall in all respects be binding upon the respective parties, their heirs, executors, administrators, successors or assigns, as the case may be.

12. ~~xx~~ The Railroad Company shall have the right at any time to revoke this agreement by giving thirty days' notice in writing to the Industry, and at the expiration of the time limited by said notice, or upon any other revocation of this agreement, the Industry shall promptly, and in the manner directed by said Chief Engineer, remove all construction hereby authorized from the premises of the Railroad Company and leave said premises in the same condition in which they were before the installation of the same. Upon default of the Industry so to do, the Railroad Company may remove the same and restore its premises, and the Industry will promptly pay to the Railroad Company the cost of so doing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, as of the day and year first above written.

ATTEST:

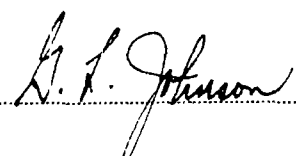
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

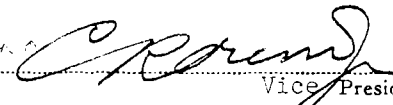

Assistant Secretary

By 
Vice President

ATTEST:

MANGANESE CHEMICALS CORPORATION


Secretary

By 
Vice President